

REQUEST FOR PROPOSALS
(REVISED MARCH 24, 2015)
FOR
Historic-Style Specialty Grocery and General Store
AT
Columbia State Historic Park
Tuolumne County, Columbia, California



Opening Date
March 4, 2015

Closing Date
May 5, 2015

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS PROGRAM OFFICE
1416 NINTH STREET, ROOM 1442-7
SACRAMENTO, CA 95814



NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the California Department of Parks and Recreation now is accepting proposals for the concession operation described below.

Concession Name:	Columbia Mercantile
Park Unit:	Columbia State Historic Park
Proposal Closing Time & Date:	May 5, 2015 , 2:00 P.M.
Proposal Submission Location:	Concessions Program Office 1416 Ninth Street, Room 1442-7 Sacramento, CA 95814
Concession Type:	Historic Style Grocery and General Store
Contract Term:	10 Years
Minimum Rental Bid:	\$13,000 Guaranteed Annual Rent OR 4% percent of the first \$350,000 in Gross Sales and 5% of Gross Sales over \$350,000, whichever is greater.
Facility Improvements:	Minimum \$15,000
Proposal Bond (due at time of proposal submission):	\$1,500
Proposer's Minimum Years of Relevant Experience:	3 Years
Optional Pre-Proposal Meeting:	March 16, 2015, 6 p.m. Columbia State Historic Park

For more information or to purchase a copy of the complete RFP, contact Peggy Harwell at peggy.harwell@parks.ca.gov or (209) 536-2917.



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SECTION 1 - PROJECT SUMMARY

1.1 GOAL & OBJECTIVES

Department Mission

The mission of California State Parks is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Park Mission

Columbia State Historic Park is a living historic town that preserves the commerce and mining of the California Gold Rush from 1855-1870. Its mission is to create a meaningful connection to the past for the visitors' enjoyment, recreation and education.

Park Goals and Objectives

Columbia State Historic Park allows the visitors a glimpse of the ever-changing, mid-1850s and 1860s boom town to experience and enjoy its sights, sounds and smells and to witness its evolution from a Gold Rush mining camp to a rich and prosperous city known as the "Gem of the Southern Mines".

The Park goals are to make Columbia State Historic Park come alive by re-creating its vital, exciting character that engages park visitors for fun and education; bring authenticity to the park by recognizing it as a valuable repository for history and as a steward for preservation; and provide resources to enhance understanding of Columbia's history and landscape.

Goal of this Request for Proposals (RFP)

The goal of this RFP is to award a ten year contract, to an individual or business entity to develop, operate, and maintain an historic-style grocery and general store to enhance the park visitor recreational and educational experience at Columbia SHP.

Objectives of this RFP

- Provide a grocery and general store in the manner that might have been found in the building's 1855-1870 interpretive period.
- Offer period-appropriate programs, services and/or activities to the public, including school-age children; programs that are multicultural, inspiring and relevant.
- Recreate interior/exterior settings, furnishings, and styles of service that are representative of the 1855 to 1870 period.
- Provide all park visitors with an accessible environment where they have an opportunity to participate, learn, and appreciate.

1.2 GENERAL INFORMATION

Site Description

Columbia is located in the western foothill region of California's south central Sierra Nevada. It is in Tuolumne County, approximately four miles north of Sonora, the county seat, and is two miles east of State Highway 49, the scenic route that connects many Mother Lode communities. By automobile, Columbia is slightly more than a two-hour drive from Sacramento, and a four-hour drive from the San Francisco Bay Area. With ideal spring and fall weather, this location experiences warm to hot summer days, cool to cold winter days with small amounts of snow.

The Columbia area has about 3,000 people and the nearby Columbia Community College has around 3,200 students. Two (2) RV Campgrounds are just minutes away from the park and are open year-round.

Columbia SHP, within the limits of the historic gold mining town of Columbia, is the best-preserved historic Mother Lode town in California. It is operated by California State Parks as a combination of government and private business collaborations.

Concession businesses that currently operate in Columbia SHP include multiple lodging facilities, equestrian stagecoach, saloons, restaurants, multiple specialty retail clothing stores, coffee house, candy store, candle and soap store, photo studio, an historic theatre, ice cream parlor, bookseller and stationer, gold panning, Blacksmith shop, Artificers' exchange, and a number of interpretive exhibits.

Historical Significance

Columbia SHP is recognized as a National Historic Landmark (NHL), the highest Federal designation bestowed on exceptional heritage resources in the United States. The town of Columbia was founded during California's Gold Rush in 1850. It began as a small prospectors' camp and quickly turned into a town with thousands of placer miners. Within two years, the town had formally laid-out streets with over 150 wood-framed buildings. Major fires in 1854 and 1857 destroyed the town. Fire-resistant brick was subsequently used to rebuild, and many of these structures exist today. Columbia is in a unique geological setting. Gold deposits were found in limestone pockets and were removed using hydraulic mining technologies.

Only a decade after it was founded, the town's population was on the decline. By the 1880's, prospectors were tearing down vacant buildings to mine the last remaining gold. Columbia was never abandoned and retained its historic character into the 20th Century. The town was revitalized in the 1920's, with the rising popularity of tourists motoring to quaint, rural places. By 1945, at the community's request, the State of California acquired most of the town's historic buildings and classified the unit as a State Historic Park.

Current Concession Operations

The gross sales and rent for the last four (4) years as reported by the latest concessionaire is as follows:

<u>Fiscal Year</u>	<u>Gross Receipts</u>	<u>Rent to State</u>
2013/14	\$ 368,068	\$14,937
2012/13	\$ 380,322	\$16,673
2011/12	\$ 407,846	\$16,018
2010/11	\$ 454,693	\$18,187

NOTE: The preceding is for general information only; the State does not guarantee its accuracy. It is recommended that proposers personally investigate the premises and park environs.

1.3 CONTRACT SUMMARY

This ten (10) year contract will provide for the operation of a historic specialty grocery and general store called the Columbia Mercantile. The intent of the contract is to provide the public with high-quality, reasonably priced food products and general merchandise in an authentic manner and atmosphere that enhances the visitor's experience and the interpretive, natural, and cultural resources of the park.

The following is a summary of important contract provisions. It is critical for proposers to understand all the terms and conditions of the Sample Concession Contract included herein. If a proposer is awarded a contract, the successful proposer has 30 days to review and sign the awarded contract. The successful proposer shall be expected to accept the provisions of the Sample Concession Contract as written. If necessary, minor clarifications, approved by staff counsel, the Department of General Services, and the Attorney General, may be made prior to contract execution.

At a minimum, the successful proposer will be required to:

1. Develop, equip, operate and maintain a historic-style grocery and general store, which shall include but not be limited to the sale of groceries, sundries, medicinal products, beer and wine, and general merchandise typically sold in a grocery and provisions store during the 1855-1870 interpretive period.
2. Optional items include sales of fresh flowers and garden seeds, a butcher and deli counter, hardware items, basic camping supplies, and a seasonal outdoor farm stand; and demonstrations.
3. Pay as annual rent the amount presented in the proposal, which at a minimum shall be the greater of thirteen thousand dollars (\$13,000) or four percent (4%) of the first \$350,000 in gross sales and five percent (5%) of gross sales over \$350,000.
4. Implement the Operation, Facility Improvement, and Interpretive Plans as described in Proposal Instructions that clearly demonstrate the proposer's commitment to provide products, services and facilities that comply with Federal, State, and Local accessibility guidelines. The plans will become exhibits of the final contract subject to State review and approval.
5. Make a minimum investment of \$15,000 in facility improvements such as counters, product islands, shelving, signage, etc. which will become the property of the State following contract termination.
6. Promote the Healthy Foods Initiative to the extent possible, in part by providing healthy, locally grown, and sustainably harvested foods for park visitors, including the local community.
7. At a minimum, remain open to the public between the hours of 9:00 a.m. and 6:00 p.m. seven (7) days per week year-round. The only authorized closed day(s) shall be Thanksgiving Day, December 25th and January 1st.

8. Require concession employees when in public view to be attired in period-appropriate clothing designated by the historic period and approved by the State.
9. Maintain the premises, facilities, furnishings, and equipment in good condition, including state-owned artifacts and furnishings in accordance with applicable State guidelines.
10. Provide a continuing Performance Bond in the amount of fifty percent of one year's minimum annual rent as bid.
11. Pay for all taxes applicable to the operation of the concession, including possessory interest taxes, and all utility services as required by the operation and contract.
12. Provide general commercial liability and property insurance as required by the contract.
13. Obtain all necessary licenses, permits, and approvals as set forth in the contract and abide by all applicable health, safety, and environmental codes and regulations.
14. Comply with the letter and spirit of current and subsequent guidelines or plans, including General Plan amendments or updates, management and interpretive plans, historic structure reports, and others.
15. Demonstrate compliance with labor laws established by the National Labor Relations Board.

The successful proposer will not:

1. Provide sales or services considered inappropriate, deemed objectionable, or denied by the State.
2. Charge prices in excess of those approved by the State.
3. Promote or participate in activities that are incompatible with the rules, regulations, guidelines, or the mission of the Department.

Note: This contract summary is for general information only. Terms and conditions are set forth in detail in the Sample Concession Contract.

SECTION 2 - THE RFP PROCESS

2.1 PROPOSAL PROCESS

Tentative Proposal Dates

March 4, 2015	Opening Date - Publication of the RFP
March 16, 2015	Optional Pre-Proposal Meeting
March 20, 2015	Questions - Last date for proposers to submit written questions
March 24, 2015	Answers - DPR written responses to questions
May 5, 2015 2:00 P.M.	Closing Date - Deadline for proposal submission
May 2015	Investigation and evaluation of Proposals
May 2015	Notification of "Intent to Award Contract"
May 2015	Award, preparation, and execution of contract
June 1, 2015	Ten year contract begins

Note: This schedule does not consider unforeseen factors that could impact the timing of the project. It is the intent of the State to keep proposers apprised of changes in the schedule as they occur. Should the award of the contract be protested, additional time will be required to resolve the matter.

Optional Pre-Proposal Meeting

It is strongly recommended that the proposer or designated representative attend the optional pre-proposal meeting at 6:00 p.m. on March 16, 2015 at Columbia SHP, Eagle Cotage, 11195 Washington Street, Columbia, California. The meeting provides an equitable forum for all proposers to:

- Meet local Department staff;
- Receive information on the park and facility history;
- Learn about the RFP process, proposal submission documents, and contract award;
- Submit written questions regarding the RFP contents including sample contract;
- View the concession site

RFP Content Questions

Questions regarding this RFP must be submitted in writing and received no later than 5 p.m. on March 20, 2015. To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered. Questions will be submitted in writing to the Department by email or fax at the address and phone numbers listed below. A written compilation of all questions and answers, and any RFP addenda, will be posted at www.parks.ca.gov/concessions and sent by electronic mail to those who submitted questions. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

Prospective proposers may submit written questions at the pre-proposal meeting, or send them by electronic mail to Teresa Montijo, Concessions Program Manager, at Teresa.montijo@parks.ca.gov; or FAX at (916) 657-1856 by the deadline.

Proposal Bond

Proposals must be accompanied by a Proposal Bond or cashier's check payable to the State of California, Department of Parks and Recreation, in the amount Fifteen Hundred Dollars (\$1,500). By submitting a proposal bond, the proposer agrees that the bond may be cashed and retained by the State. If a cashier's check is submitted it will be cashed by the State. In the event the proposer fails to execute the contract, the bond or cashier's check will be retained by the State. Further, by submitting a proposal, proposer agrees that the State will suffer costs and damages not contemplated otherwise should proposer be awarded the contract but fail to execute and proceed with the contract, the exact amount of which will be difficult to ascertain. Accordingly, it is agreed that such retained sums shall not be deemed a penalty, but, in lieu of actual damages, shall represent a fair and reasonable estimate of damages to the State for failure of the proposer to execute and proceed with the contract upon notification of award by the State. Bonds will be returned to all proposers once a contract is signed by the best responsible bidder.

Proposal Submission

The proposal, including the Proposal Bond, must be received by **2:00 P.M. on May 5, 2015** at:

California State Parks
Concessions Program Office
1416 Ninth Street, Room 1442-7
Sacramento, CA 95814

Proposal Format & Content

The proposal package must be sealed and clearly marked on the outside with "Proposal for Columbia Mercantile at Columbia State Historic Park". Please submit an original plus **five (5)** copies of the proposal in 8.5" x 11" three-ring binders. All material should be presented in an 8.5" x 11" portrait format with tabs for each section. Larger formatted graphic exhibits are acceptable if folded to fit within the 8.5" x 11" three-ring binder.

Confidentiality of Proposals

All proposals submitted to an RFP become the property of the State and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et. seq.) The proposer must clearly identify in writing, within the body of the proposal, all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act, this includes denoting where the confidential material begins, ends, and the specific reason(s) for the exemption. Proposers claiming exemption must include the following statement in their proposal:

The proposer agrees to indemnify and hold harmless the State, its officers, employees, and agents from any claims, liability or damages against the State, and to defend any action brought against the State for

proposer's refusal to disclose such material, trade secrets, or other proprietary information to any party. Proposer acknowledges and understands that State may release information in the proposal claimed by proposer to be exempt from disclosure under the Public Records Act, and that proposer waives any claims against the State for this release.

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material, as set forth above, shall be deemed a waiver of any exemption from disclosure under the Public Records Act. In the event of a protest to State Parks' intent to award a concession contract, State Parks may, in its sole discretion, release any or all of the contents of the proposals to the proposers for purposes of hearing the protest. Otherwise, proposer requests to review proposal submissions will not be allowed until after a fully executed contract is signed and approved by the State.

Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the proposal closing date and time provided that a written request executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with the Department. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the proposal closing date and time. However, once the proposal closing date and time has passed, proposals shall be irrevocable.

2.2 EVALUATION PROCESS

Verification of Proposal Information

The State may obtain credit reports and verify tax form information to further establish the qualifications of any proposer. All proposers may be subject to a personal interview and inspection of his/her business premises prior to award. Proposers should notify bank and business references in writing that a representative from the state will be contacting them concerning the financial and credit information furnished to the Department with the proposal.

State's Right to Reject Proposals, Waive Defects and Requirements

The State reserves the right to accept or reject any or all proposals, and waive any or all immaterial defects, irregularities, or requirements in the RFP for the benefit of the State, so long as such waiver does not give any proposer a material advantage over other proposers. A proposer shall not be relieved of his/her proposal nor shall any change be made in his/her proposal due to a proposer error.

Supplemental Information

At its sole discretion, the State reserves the right, but does not have the obligation, to seek supplementary information or clarification from any proposer at any time between the dates of proposal submission/acceptance and the contract award. The State may obtain credit reports and/or make background inquiries to further establish the qualifications of any proposer. Proposers may be required to make a presentation to the Concession Contract Award Board.

Proposal Evaluation

All proposals received shall be evaluated for form and content in accordance with the requirements of this RFP. Upon receipt of more than one proposal for this concession contract, a Contract Award Board will evaluate and score each eligible proposal pursuant to the point system and selection criteria as described in the Proposal Instructions and Proposal Evaluation Form. **Proposals not containing all of the items in the Concession Proposal form (DPR 398) may be rejected.**

Contract Award Board

Upon receipt of multiple proposals, Concession Contract Award Boards are appointed by the Director of the Department, or his or her representative, and convened to review, evaluate, and rate each proposal received and make a recommendation to the Director regarding the selection of the "Best Responsible Proposer". The Award Board for this contract may include park staff with related expertise, such as Field Division Chief, Deputy Director, Park Design and Construction staff, or District Superintendent, and representatives from other public agencies or the private sector.

Contract Award

If an award is made, the award for a concession contract will be to the "Best Responsible Proposer" in accordance with Section 5080.23 of the Public Resources Code. The "Best Responsible Proposer" will be the bidder whose proposal passes each of the required elements and receives the highest total score as determined by the Contract Award Board and approved by the Director. In the event of only one proposal for this contract, the State may award contract upon determination the one proposal passes each of the required RFP elements. Execution of the awarded concession contract is subject to approval by controlling agencies of the State, which include the Department of General Services and the Attorney General, and will not be binding on the State or the successful proposer until such approval is obtained. In the event the State does not identify a "Best Responsible Proposer" through the bid process, the State may negotiate a concession contract under the provisions of Public Resources Code Section 5080.16.

Protest of Award

Based on California Code of Regulations, Title 14, Division 3, Chapter 3, Section 4400 and Department of Parks and Recreation policy, within ten (10) days after the Department has issued a notice of intent to award a concession contract for a term in excess of two (2) years following a request for proposals or invitation to bid, any proposer/bidder may file a written statement of protest against awarding of the contract with the Director of the Department. The statement shall be signed by the protestor, shall specify the grounds for the protest and may include a demand for a hearing. Failure to file a verified petition within the ten-day period shall constitute a waiver of the right to protest. Protests must be sent to:

Director
California Department of Parks and Recreation
1416 Ninth Street, 14th Floor
P. O. Box 942896
Sacramento, California 94296-0001
Fax: 916-657-3903

A copy of the protest must be served on the Attorney General within the ten-day period by the proposer/bidder. Serve the Attorney General at:

State of California
Department of Justice
Office of the Attorney General
Land Law Section
1300 I Street
Sacramento, California 95814
Facsimile: 916-322-5609

If a protest is timely served and a hearing is demanded, or if the Director on his or her own motion orders a hearing, proceedings shall be conducted according to the Administrative Procedure Act, and the protest statement shall be treated as a Statement of Issues (Govt. Code 110504). Issues not raised in the protest statement are deemed waived. The filing of a protest does not prevent the Department from awarding the contract.

Any recommendation or decision of the hearing officer shall be submitted to the Director for approval, adoption, modification, disapproval, or other interlocutory or final action. If a hearing is not so demanded or ordered, the action of the Director shall be final.

2.3 CONTRACT EXECUTION

Preparation of Contract

Subsequent to the award of a contract, if an award is made, the State will prepare a final contract for execution. The contract will contain "exhibits" developed from the selected proposal including the proposal's Operation, Facility Improvement, and Interpretation Plans, as required. Minor changes or modifications to the contract, proposal plans, and contract exhibits may be made prior to execution based on agreement between the State and concessionaire. However, no material change to the contract or its exhibits as presented in the RFP and in the selected proposal may be made.

Performance Bond and Insurance

The successful proposer will be required to submit a Performance Bond and evidence of insurance required under the contract. Failure to submit the bond and/or insurance verification within the time limit presented may be treated as a refusal to execute, if the State so elects. The State may take the Proposer Bond and select the next Best Responsible Proposal.

Failure to Sign/Deliver Contract

A failure of the successful proposer to sign and deliver the contract within thirty (30) days of receipt may be treated as a refusal to execute, if the State so elects. The State may retain the Proposer Bond and select the next Best Responsible Proposal.

SECTION 3 - THE PROPOSAL

3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL

A completed Concession Proposal form (also known as DPR 398) and a Proposal Bond will constitute the proposal. Proposer must complete all sections, respond to all questions, and fill in all blanks of the form. Inapplicable questions or blanks should be marked "N/A" or "Not Applicable". Failure to properly complete the form may disqualify the proposal. If the proposal receives a "disqualify" under Level I or II requirements listed within RFP Section 3.3 Proposal Evaluation Sheet, the proposal will be disqualified from further consideration.

The proposal must be clear and unambiguous. It should clearly commit the proposer to enter into a contract with the State to provide the services and other concession improvements as required by this RFP and offered in the proposal. Financial commitments must be made and conditional only on contract execution.

The submission of a proposal shall be deemed evidence that the proposer is aware of the responsibilities of being a concessionaire and have carefully examined State laws relating to California State Park concessions; possessory interest tax as related to concessions; the site(s) selected for said concession; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal form, and the sample concession contract included herein.

I. PROPOSER INFORMATION

A. Proposer Identification

Incumbent Factor

The incumbent concessionaire is defined as the individual, partnership, limited liability company or corporation that currently operates the concession advertised in this RFP. Such concession operation must be at the same site, comprise the same type of operation(s), and provide substantially the same types of products and services as those specified in the RFP. Incumbent proposals are awarded points based on periodic Performance Evaluations (DPR 531) performed by the State. Poor Performance Evaluations may result in negative point scores.

Small Business Status

Preference will be granted to proposers properly certified as Small Businesses as defined in Title 2, Section 1896, et seq., California Code of Regulations. To claim this preference, proposals must include a copy of the Small Business Certification and Office of Small Business (OSB) identification number. To ensure a certifiable document, applications should be submitted to OSB well before the proposal closing day and properly identify a business type consistent with this RFP. It is the proposer's responsibility to contact OSB to verify the completeness of the application. Incomplete documents are not certifiable. Proposers may obtain an application for Small Business Certification from:

Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605
(800) 559-5529 or (916) 375-4940
FAX (916) 374-4950

Certification will verify that the business is independently owned and operated; not dominant in its field of operation; has its principal office located in California; has officers domiciled in California; and together with affiliates is either a service, construction, or non-manufacturer with 100 or fewer employees and average annual gross receipts of fourteen million dollars (\$14,000,000) or less over the previous three (3) years, or a manufacturer with 100 or fewer employees.

B. Business Information

Select the type of business that describes the proposing entity (Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company or Corporation) and provide the requested information. The type of business must be established prior to submitting a proposal.

- Corporations shall include a copy of the Articles of Incorporation with the California Secretary of State seal, and a board resolution to authorize the concession proposal and identify the individual authorized to act on behalf of the corporation.
- Limited Liability Companies (LLC) shall include a copy of their Articles of Organization with the California Secretary of State seal (LLC-1 or LLC-5) and the Statement of Information (LLC-12) to identify the managing member or members of the organization.
- Partnerships shall include a copy of the Partnership Agreement which clearly describes the role of each partner.

C. Individual Information

This section must be completed by each individual, partner, and member of joint ventures; CEO, officers, and holders of 25% or more of the company's shares for corporations; concession manager; and the managing member(s) of the organization identified on the LLC-12 for a limited liability company. The aforementioned identified individual(s) must also complete and sign the Authorization to Release Information in Section IV.

Experience

For the purpose of this RFP, proposers must have a minimum of three (3) years' experience owning, managing or operating a business of similar type, size and scope as the concession operation described in this RFP. Proposals with less than the minimum experience will be disqualified.

Provide a narrative describing in detail the duration, extent, and quality of the proposer's education and business experience with special emphasis on the experience and qualifications related to the subject concession. Be specific with respect to the type and dates of experience, the proposer's role in the management and specific duties, type and size of operation, quality of operation, public agency involvement, contractual

relationships, and other factors that demonstrate an ability to successfully operate the proposed concession. Attach additional information as needed.

D. Statement of Financial Capability

Proposers must present evidence satisfactory to the State demonstrating their ability to finance, construct, operate, and maintain the concession facilities as proposed. For the purposes of this RFP, proposers must have the ability to access the minimum amount described in the Concession Feasibility statement to implement their business plan inclusive of facility improvements. The proposer's statement of financial capability must describe the source of funding with support documentation described below:

Source of funding and cost of concession development: Identify and describe the specific source of funding that the business will use to undertake the project as proposed. If the development will be funded by proposer cash or company resources (i.e., parent company, third party, LLC partners, etc.), proposal must include documentation, such as a recent bank statement, balance sheet, income statement, or other supporting documents to demonstrate these funds are available, and a signed statement that these funds are unconditionally committed to this concession project. If funds are to be borrowed to finance any portion of the total investment, proposer must provide loan commitment documentation such as a letter-of-intent from the individual, bank, or other lending entity indicating the minimum amount to be loaned and any applicable percentage rate. The loan commitment may contain the qualification that the loan will be consummated only upon award of an agreement with the State, otherwise the commitment must be irrevocable and unconditional.

Business Financial Statement: The Business Financial Statement is intended to describe the condition of the proposer's current business, including assets, liabilities, and net worth. A complete and accurate Business Financial Statement will reflect assets equal to liabilities plus net worth. Round figures to the nearest dollar. If the business is a partnership or joint venture, each general partner or joint venturer must individually submit a Business Financial Statement. Proposers may provide copies of forms filed with the Internal Revenue Service, Franchise Tax Board or statements prepared by a Certified Public Accountant in support of information contained in this statement.

E. Credit Worthiness

Proposers must present evidence of credit worthiness. At a minimum, this shall include a complete credit report from a nationally recognized credit bureau, such as Equifax or Experian, issued within 60 days of the proposal due date and include the FICO score for sole proprietors, each partner within a partnership, and managing member of an LLC. Corporations shall provide the report from a recognized agency such as Dun and Bradstreet (D&B). Any derogatory information listed on said reports must be explained. Below average FICO scores, outstanding debts, delinquent payment history on current concession contracts, and any other negative credit history may disqualify a proposal.

F. References

Financial, client, and vendor references are used to confirm information provided by proposers and to evaluate the proposer's quality of experience and past performance. Proposers should submit one reference for each reference type required below.

However, to adequately substantiate the claims made in the proposal, proposers are encouraged to provide three references that are familiar with the individual and business. Proposers should notify their references in writing that a representative from the State will be contacting them.

For the purposes of this RFP, proposers should provide the references from the following sources:

- Financial References: Include the bank or savings and loan institution.
- Client or Business References: Name clients or other persons that most accurately reflect the business performance and ability to fulfill contract obligations with other entities for the provision of goods and services.
- Vendor References: Proposers should provide vendor references if they are a pre-existing business currently utilizing vendors.

II. PROPOSAL INFORMATION

Provide an Operation, Facility Improvement, and Interpretive Plan (as required) that addresses each of the checked elements in the Concession Proposal form (DPR 398). Each element of the Concession Proposal is described below. Proposers may submit additional information to describe and enhance their proposal.

As a condition of the contract award, the successful proposer may be required to revise or further develop these plans to the satisfaction of the State and prior to the execution of the contract. If and when it is accepted, the final plans will be incorporated as exhibits to the contract and become an obligation of the concessionaire.

A. Operation Plan

The Operation Plan should address the following elements and must demonstrate an understanding of and commitment to achieving the objectives of this RFP. The proposal must also adhere to the operational requirements as described in the Sample Concession Contract.

Vision/Mission Statement

Provide a Vision/Mission Statement that captures both Columbia SHP's mission statement and proposer's goals and objectives for the concession business.

Organizational Structure

Provide an organization chart and staffing plan that can guide the operations and ongoing management of the concession business. The plan should identify the proposed concession manager; position titles and salaries for all job classifications with a summary of the required job skills, qualifications and duties; and the number of existing or proposed employees in each job classification to support the operation.

Transition/Business Start-Up

Provide a plan and timeline for starting concession operation, and providing a seamless transition in customer service, if applicable.

Maintenance and Housekeeping

Describe a plan to maintain the premises in good, safe and sanitary condition in accordance with all standards set forth in Section 12 and Exhibit H of the Sample Concession Contract. The maintenance plan must describe staffing, any subcontracted services, housekeeping and maintenance schedules, and annual budget allocation.

Customer Service

Describe a clear commitment to successfully implement an effective customer service program. The plan should include, but is not limited to, previously established and effective customer service program models, adequate employee staffing and management oversight, hours of operation equal to or greater than required by this RFP, and a customer satisfaction feedback survey program.

Employee Staffing and Training

Describe personnel policies and training program for all employees including, but not limited to, hiring practices; probationary period; health, safety, and grievance policies and procedures; performance monitoring; uniform requirements; business orientation; job training; and park orientation training. Such programs must provide sufficient staffing with the skills and knowledge to ensure the provision of high-quality services, as well as, the ability to respond to public inquiries regarding state parks and answer basic questions about the park's interpretive themes.

Marketing and Advertising

Describe proposed marketing and advertising methods; identify media sources and sample advertising materials, schedules, brochures, signage; and specify an annual marketing budget allocation. Favorable consideration will be given to proposals that identify focused efforts to increase visitors from California's multi-ethnic populations.

Community Involvement

Describe commitment to create added value and benefit to the surrounding community. This may include special events, educational programs, participation in community service activities, as well as collaboration with other park unit concession businesses. At a minimum, proposers should demonstrate knowledge and commitment to participate in State-sponsored events. Proposer should identify any special skills, knowledge, and resources needed and available to implement the plan.

Products, Merchandise, and Services

Provide a detailed description of the proposed products and services to be provided by the concession operation. The products and services offered should meet or exceed the needs of the park users, and be compatible with and complementary to the mission of the park.

Prices and Pricing Policies

Provide a price schedule for a representative sample of the proposed products and services. The plan should include an explanation of the policies to be used to establish prices for products and services. Such policies should clearly demonstrate the relationship of pricing to product quality. Implementation of these policies should provide park visitors with quality products at reasonable prices considering the

competition of comparable markets for similar products, services and cost of doing business.

Conservation and Recycling

Outline the proposer's approach to solid waste management, including reduction, re-use, and recycling, use of post-consumer recycled products, water and energy conservation, pest management, hazardous materials handling, air quality, and other applicable facets of resource conservation and environmental protection that are applicable to the concession operation. The plan should clearly commit proposer to a program that will minimize negative impacts on the environment and encourage park visitors to do the same.

Accessibility

Describe commitment to ensure that visitors with disabilities will have access to all of the events and services provided through the concession operation in accordance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and California Government Code Sections 4450 et. seq. and 7250. Additional accessibility resources are available at www.ada.gov; http://www.parks.ca.gov/?page_id=21944 (State Parks Accessibility Program; and http://www.parks.ca.gov/?page_id=22651 (All Visitors Welcome handbook).

Healthy Foods Initiative

Describe commitment to promote a healthy lifestyle in an environmentally-sustainable manner. Proposers should identify and commit to sell some locally grown, produced and sustainably harvested food products from within region.

As a condition of the contract award, the successful proposer may be required to revise or further develop the Operation Plan to the satisfaction of the State and prior to the execution of the contract. If and when it is accepted, the final plan will be incorporated as an exhibit to the contract and become an obligation of the concessionaire.

B. Facility Improvement Plan

The Facility Improvement Plan should address the following elements and meet or exceed the objectives of this RFP to provide high-quality and accessible facilities. Greater consideration will be given to those proposals that clearly demonstrate an ability to implement the plan. In addition, the successful proposer must adhere to the facility requirements as described in the Sample Contract.

Furnishings

Describe the intended physical facilities of the concession including furnishings, equipment, décor, and layout. At a minimum, proposal shall include a diagram of the proposed floor layout, noting counters, shelving, refrigeration, and walkways.

Facility Development

Describe proposed facility improvements to meet or exceed the minimum requirements of this RFP. Include the resumes of the proposed architects and contractors to be used and descriptions and/or schematic drawings of the work to be accomplished and items to be installed. Proposer may submit lists, drawings, pictures, and diagrams to

illustrate and clarify the plans. Facility improvement considerations during the contract term include the following:

- upgrade store restroom with new, low-flow fixtures;
- purchase new signage/banner
- refresh painted signs on iron doors and bricks
- install new cold storage container

Accessibility

Identify and describe the plan to remove any identified physical barriers to accessibility. Include a description of the barriers identified, the means used to identify barriers and a timeline for the removal of said barriers.

Implementation

Provide a timeline for completion of any capital improvements and installation of said décor and equipment prior to the commencement of operations and a description of each step in the process.

Cost Estimates

Provide a cost breakdown for the Furnishings Plan and/or Facility Development Plan.

As a condition of the contract award, the successful proposer may be required to revise or further develop the Facility Improvement Plan to the satisfaction of the State and prior to the execution of the contract. After the State's review and approval, the Facility Improvement Plan from the successful proposal shall be included as an exhibit to the contract

C. Interpretive Plan

The Interpretive Plan should address each of the following elements, demonstrate an understanding of the park's interpretive programs, and contribute to the overall interpretive messages of the park. The goal is to achieve a park visitor experience, through look, feel, and ambience, of stepping back in time to the California Gold Rush days between 1855 and 1870 in Columbia. Proposals may include drawings and pictures to illustrate and clarify the plan. More points will be awarded to proposals that integrate the park's interpretive theme into the daily operation of the concession.

Resources for the development of an Interpretive Plan are available: *Workbook for Planning Interpretive Projects in California State Parks* at www.parks.ca.gov/pages/735/files/interpprojectworkbook.pdf; and *Guide for Preparing a Furnishing Plan: Furnishing and Interpreting Historic Structure Museums* at www.parks.ca.gov/pages/735/files/Guide_for_Preparing_Furnishing_Plan.pdf.

A list of general interpretive considerations that can significantly affect the look, feel, and ambience of the interpretive period is provided below:

- ☐ Exterior lighting
- ☐ Signage
- ☐ Hangtags (product)
- ☐ Displays and Casework
- ☐ Counters
- ☐ Wood coverings over cash register and other modern intrusions

- ☐ Brown paper and twine for packing product
- ☐ Paint hues and type (i.e. milk paint)
- ☐ Consideration of type of window treatments
- ☐ Period print advertising
- ☐ Appropriate/period product line(s)
- ☐ Eliminate plastic, cardboard, pressboard, Styrofoam (and other modern packaging)
- ☐ Period exterior surfaces, walkways, sides of buildings
- ☐ Product labels
- ☐ Staff period attire
- ☐ Period style seating
- ☐ Period demonstrations/activities/events
- ☐ Interpretive panels and information

A reference list is provided in Section 3.4 of this RFP to further aid in the development of the Interpretive Plan.

Business' Interpretive Theme

Describe the interpretive theme of the business, including the specific years to be interpreted for the building's 1855-1870 interpretive period. More information about Columbia's interpretive themes can be found in the *Columbia SHP General Plan*, pages 70-71. Also, see *Workbook for Planning Interpretive Projects in California State Parks*, pages 49-50 for more information on interpretive themes.

Interpretive Programs and Activities

Describe plans for interpretive programs and activities. Interpretive activities should be conducted on a regular basis, integrating concession activities with the historic daily duties of a shopkeeper of the interpretive period, such as demonstrations appropriate to a grocery and general store. Describe plan to provide an interpretive program for multi-ethnic, multi-generational visitors.

Business' Ambiance

Describe plan to develop and implement historical ambiance including such things as historic characterizations, environment, costumes, furnishings, signs, wall treatment, advertising, window coverings, equipment, tools, display shelves, counters, tables, chairs, and product packaging. Proposers must clearly describe provisions to camouflage, disguise or adapt modern equipment to represent the interpretive period described in this RFP.

Primary Education

Describe plan to provide an educational experience to school age (K-8) children with an emphasis on 4th grade California history.

As a condition of the contract award, the successful proposer may be required to revise or further develop the Interpretive Plan to the satisfaction of the State and prior to the execution of the contract. After the State's review and approval, the Interpretive Plan from the successful proposer shall be included as an exhibit to the contract

D. Rental Offer

The concessionaire will be required to pay as annual rent a guaranteed amount of thirteen thousand dollars (\$13,000) or four percent (4%) of the first \$350,000 in Gross Sales and five percent (5%) of Gross Sales over \$350,000, whichever is greater. Proposers shall bid both the Rental Guarantee and the Percentage of Gross Sales as specified in the Concession Proposal form (DPR 398). For the purposes of this RFP, the Rental Guarantee must be at least \$13,000 and the Percentage of Gross Sales must be 4% and 5% as described in this section. Any offer below the minimum rent requirements will result in proposal disqualification.

E. Concession Feasibility

Complete the Concession Development Cost Estimate, Proposed Means to Finance Concession, and the Financial Proforma with projections for the duration of the proposed contract term to demonstrate proposer's ability to successfully initiate and operate the proposed concession in a financially responsible manner. Fiscal documentation that will be considered to receive a pass include the financial proforma; the business financial statement; business, vendor, bank, and/or financial references; credit worthiness; and similar documents necessary to support the proposal commitments. The financial projections should consider the commitments made within the Operation, Facility Improvement, and Interpretive Plans (as applicable). Upon receiving a "pass" under Level II review, concession feasibility will be further evaluated under Level III in relation to the Operation, Facility Improvement, and Interpretive Plan commitments.

III. PROPOSAL SUMMARY

The Proposal Summary should summarize relevant experience, knowledge, and expertise, and the Operation, Facility Improvement, and Interpretive Plans (as applicable) in 250 words or less.

IV. CERTIFICATION OF PROPOSER INFORMATION

A. Labor Law Compliance Certification

A request may be made to the National Labor Relations Board for information regarding Administrative Hearing decisions against each proposer. Proposer must have no more than one final, unappealable finding of contempt of court by a federal court issued for violation of the National Labor Relations Act within the two-year period immediately preceding the closing date of this RFP or the proposal will be disqualified.

B. Proposer Certification

A completed certification must be included with the proposal or it may be disqualified.

C. Authorization to Release Information

A signed authorization for each individual, partner, member of joint ventures, officer of corporations, Concession Manager, and holders of 25% or more of the company's shares (as applicable) must be included or the proposal may be disqualified.

V. PRIVACY NOTICE

This section provides notice to proposers. No action by proposers is necessary.

3.2 PROPOSAL EVALUATION CRITERIA

Incumbent Preference

5 Points

Incumbent proposals are awarded points based on annual Performance Evaluations (See DPR 531 in the Sample Concession Contract) performed by the State as follows. The absence of Performance Evaluations defaults to a rating of “Excellent.”

Overall Rating of Evaluation	Number of Years Rating Was Received	Points Awarded
“Excellent”	3 out of last 3 years	5 points
“Excellent” with no “needs improvement” or “unsatisfactory”	2 out of last 3 years	3 points
“Excellent” with no “needs improvement” or “unsatisfactory”	1 out of last 3 years	2 points
Satisfactory	3 out of last 3 years	1 point
“needs improvement” or “unsatisfactory”	1 out of last 3 years	- 1 point
“needs improvement” or “unsatisfactory”	2 out of last 3 years	- 3 points
“needs improvement” or “unsatisfactory”	3 out of last 3 years	- 5 points

Small Business Preference

5 Points

Five points will be awarded to those proposers who have a complete and certifiable application on file with the Office of Small Business Certification.

Experience

10 Points

For the purposes of this RFP, proposers must have a minimum of three (3) years’ experience owning, managing, or operating a business of similar size, type, and scope as the concession operations set forth and envisioned by this RFP. If proposer experience meets the minimum qualification, it will be rated according to the years of relevant experience as verified by references and relevance to the business described in this RFP.

Operation Plan

25 Points

A maximum of twenty-five (25) points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Facility Improvement Plan

15 Points

A maximum of ~~ten~~ fifteen (15) points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Interpretive Plan**20 Points**

A maximum of twenty (20) points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Rental Offer**20 Points**

For the purpose of assigning points in the Proposal Evaluation, the highest acceptable rental offer* for each category of rent required (Rental Guarantee and Percentages of Gross Sales) will be assigned the maximum points available for that category. Each lower rental offer will be assigned points in relation to the highest rental offer as follows:

Rental Guarantee (Minimum bid is \$13,000)

$$\frac{(\text{Bid Amount}) \text{ minus } (\text{Guaranteed Rent})}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales up to \$350,000 (Minimum bid is 4%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 6 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales over \$350,000 (Minimum bid is 5%)

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 4 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

*Note: the highest bids received may not be considered acceptable. Proposers may be required to prove to the satisfaction of the State their ability to operate a successful business under their rental offer. Failure to prove this ability will be cause to disqualify the proposal. In this case, the second highest acceptable bid would be used to calculate points awarded.

3.3 PROPOSAL EVALUATION SHEET

LEVEL I COMPLIANCE WITH RFP REQUIREMENTS

PROPOSER QUESTIONNAIRE

I. PROPOSER INFORMATION

- A. Proposer Identification _____ (pass/disqualify)
- B. Business Information _____ (pass/disqualify)
- C. Individual Information – Minimum Experience _____ (pass/disqualify)
- D. Statement of Financial Capability _____ (pass/disqualify)
- E. Credit Worthiness _____ (pass/disqualify)
- F. Financial/Business/Vendor References _____ (pass/disqualify)

II. PROPOSAL INFORMATION

- A. Operation Plan _____ (pass/disqualify)
- B. Facility Improvement Plan _____ (pass/disqualify)
- C. Interpretive Plan _____ (pass/disqualify)
- D. Rental Offer _____ (pass/disqualify)
- E. Concession Feasibility _____ (pass/disqualify)

III. PROPOSAL SUMMARY _____ (pass/disqualify)

IV. CERTIFICATION AND AUTHORIZATION

- A. Labor Law Compliance Certification _____ (pass/disqualify)
- B. Proposer Certification _____ (pass/disqualify)
- C. Authorization to Release Information _____ (pass/disqualify)

PROPOSER BOND _____ (pass/disqualify)

Proposer must pass LEVEL I to qualify for further consideration.

LEVEL II RENT PROPOSED/CREDIT WORTHINESS & ABILITY TO FINANCE

- A. Rent Proposed Met/Exceeded Minimum Requirement _____ (pass/disqualified)
B. Ability to Finance _____ (pass/disqualified)
C. Credit Worthiness _____ (pass/disqualified)

Proposer must pass LEVEL II to qualify for further consideration.

LEVEL III PROPOSAL EVALUATION

- A. Proposer Information
 Incumbent Preference _____ / 5 Points
 Small Business Preference _____ / 5 Points
 Experience/Quality of Experience _____ / 10 Points
B. Proposal Information
 Operation Plan _____ / 25 Points
 Facility Improvement Plan _____ / 15 Points
 Interpretive Plan _____ / 20 Points
 Rental Offer _____ / 20 Points
 Concession Feasibility _____ / Pass/Fail *
GRAND TOTAL _____ / 100 **Points**

Comments:

Board Member: _____ Date: _____

* A 'fail' rating in this category disqualifies the proposal.

3.4 RFP REFERENCE MATERIALS

REFERENCES FOR HISTORIC-STYLE CONCESSIONS IN COLUMBIA STATE HISTORIC PARK

The following references are available for purchase at the Calaveras Sector office to help develop an interpretive plan:

- | | | |
|----|---|---------|
| 1. | Gold Rush Merchant's Manual (2 vols.) | \$15.00 |
| 2. | The Old Town San Diego Retailer's Reference | \$15.00 |
| 3. | Period Fashions for Men/Women | \$ 5.00 |
| 4. | The Baker's Handbook
(http://www.parks.ca.gov/pages/735/files/Bakers_Handbook.pdf) | \$10.00 |
| 5. | Columbia SHP General Plan
(http://www.parks.ca.gov/pages/21299/files/307.pdf) | \$10.00 |
| 6. | Old Sacramento Historic District, A Guideline For Signs | \$15.00 |
| 7. | Building Histories | Free |

Other Available Resources:

Historic Clothing and Fabrics

Dating Fabrics: A Color Guide, 1800-1960. By Eileen Jahnke Trestain. American Quilter's Society, Paducah, KY, 1998.

Textiles for Early Victorian Clothing, 1850-1880: A Workbook of Swatches & Information. By Susan W. Greene. Q Graphics Production Company, 2002.

Isabella's Work dress Pattern, Fancy Dry Goods & Clothing Store in Columbia State Historic Park / Chili 'n Crackers. <http://home.mlode.com/~jimnlindy/patterns.html>

Past Patterns—period patterns for clothing 1830 to 1820. (866) 738-8426 or www.paspatterns.com

"...With Our Rig on..." A brief review of the costume of Americans in the California Gold Rush. Part 1: Caps, Hats and Overshirts. Written and illustrated by Jim Miller. Chile-n-Crackers, Columbia.

Thoughts on Men's Shirts in America, 1750-1900. By William L. Brown III. Thomas Publications, Gettysburg, PA, 1999.

Who Wore What? 1861-1865 Clothing by Juanita Leich. Published by Thomas Publications, Gettysburg, PA, 1995.

Gohn Brothers Clothing - broadfalls and men's plain dress.
www.nonviolence.org/martink/goohn_brothers_broadfalls_mens_plain_dress.php

Interpretation

Environmental Interpretation: a Practical Guide for People with Big Ideas and Small Budgets by Sam Ham. Published by North American Press.

Past into Present: Effective Techniques for First Person Historical Interpretation by Stacy Roth. University of North Carolina Press, Chapel Hill, 1998.

Interpretation of Historic Sites. By William T. Alderson and Shirley Payne Low. American Association for State and Local History, Nashville, TN.

***Noted publications may be obtained through the California State Parks website www.parks.ca.gov or may be purchased through the Sector office at 11255 Jackson Street, Columbia, CA 95310, telephone 209/536-2917.**

3.5 CONCESSION PROPOSAL, DPR 398

If interested in submitting a proposal, please request the DPR 398 Concession Proposal forms from Teresa Montijo, teresa.montijo@parks.ca.gov, or from Peggy Harwell at the Calaveras Sector Office, Columbia SHP, (209) 536-2917, peggy.harwell@parks.ca.gov. This will provide the State with potential proposer contact information in the event there are changes to the RFP documents. Proposal forms will also be available at the Pre-Proposal Meeting.

3.6 SAMPLE CONCESSION CONTRACT

CONCESSION CONTRACT

FOR

Columbia Mercantile Historic Grocery and General Store

AT

Columbia State Historic Park

Tuolumne County

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
MARKETING AND BUSINESS DEVELOPMENT DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



Columbia Mercantile Historic Grocery and General Store
CONCESSION CONTRACT
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STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

CONCESSION CONTRACT

For

Columbia Mercantile Historic Grocery and General Store

Located In

Columbia State Historic Park

Tuolumne County, California

THIS CONTRACT is made and entered into by and between the STATE OF CALIFORNIA, acting through its Department of Parks and Recreation, hereinafter referred to as "State," and **ConcessionaireName DBA FictitiousBusName** of **CityState**, hereinafter referred to as "Concessionaire";

RECITALS

WHEREAS, California Public Resources Code Section 5080.03 et seq. authorizes the Department of Parks and Recreation to enter into concession contracts for the operation of state park system lands and facilities and;

WHEREAS, it is appropriate that the following contract be entered into for the safety and convenience of the general public in the use and enjoyment of, and the overall enhancement of recreational and educational experience at units of the state park system;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DESCRIPTION OF PREMISES

The State for and in consideration of the agreements hereinafter stated, grants to Concessionaire for the purposes stated herein, the right, privilege, and duty to develop, equip, operate, and maintain a nonexclusive concession in Columbia State Historic Park at the location(s) of 11245 Jackson Street as set forth in **Exhibit A**, attached to and made a part of this Contract (the "Premises").

The possessory interest herein given to the Concessionaire does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the possessory interest given herein. This Contract is not intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this Contract. The possessory interest is further subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect the Premises.

2. CONDITION OF PREMISES

The taking of possession of the Premises by the Concessionaire, in itself, shall constitute acknowledgment that the Premises are in good and sufficient condition for the purposes for which Concessionaire is entering into this Contract. Concessionaire agrees to accept Premises in their presently existing condition, "AS IS," and that the State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Contract.

3. TERM

The term of this Contract shall be for a period of Ten (10) Years, commencing on the first day of the month following approval by the California Department of General Services. Should Concessionaire hold-over after the expiration of the term of this Contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Contract in Section 45, Surrender of Premises; Holding Over, of this Contract, with continuous Consumer Price Index adjustment, as defined below, subject otherwise to all the terms and conditions of this Contract.

For purposes of this Contract, the term "Contract Year" shall mean each one-year period of time that commences on the commencement date identified above, extending twelve (12) months therefrom, and continuing from each anniversary throughout the term of the Contract.

4. **RENT**

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the sum of \$\$ (Annual Rent Guarantee Bid) **or** the following percentage(s) of gross receipts, whichever sum is greater:

BID PERCENT (___%) of the first THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) of Annual Gross Receipts
plus

BID PERCENT (___%) of Gross Receipts over THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) of Annual Gross Receipts.

Beginning with Contract Year Six (6) and on the first day of each fifth Contract Year thereafter, the Minimum Monthly/Annual Rent (\$\$\$\$) shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure set forth in **Exhibit B**, "Consumer Price Index Adjustment Formula", attached to and made a part of this Contract.

Concessionaire shall make payment of Minimum Annual/Monthly Rent and other payments to State in lawful money of the United States. However, if any payment made by a check, draft, or money order is returned to State due to insufficient funds or otherwise, State shall have the right, at any time after the return, upon written notice to Concessionaire, to require Concessionaire to make all subsequent payments in cash or by cashier's or certified check.

Beginning with the fifteenth (15th) day of the month following the opening of the concession for business, and on or before the fifteenth (15th) day of each month thereafter, Concessionaire shall furnish to State a verified statement of the concession's gross receipts for the preceding month. Such statement shall be submitted on Form DPR 54, "Concessionaire's Monthly Report of Operation", attached hereto as **Exhibit C**, or in a format previously approved by the State, and shall specify the current period and

cumulative total of gross receipts for the concession through the end of the preceding month for the then current Contract Year. Concessionaire shall also provide such statement for periods of non-operation. Concurrent with such monthly statement, the Concessionaire shall pay to State the appropriate rental fee based on the gross receipts for the preceding calendar month as prescribed above. Payments to State shall be made to the order of the Department of Parks and Recreation and delivered to the District Office identified herein below or at such other location as may from time to time be designated by State. If, at the end of the Contract Year, the total of monthly percentage rental payments made (or due) during that Contract Year is less than the Minimum Annual Rent required for that Contract Year, the difference shall be remitted to State with the last monthly sales statement for the Contract Year. Payments must be received by State on or before the fifteenth (15th) day of the month as described above. Any late payment shall constitute a breach of contract, giving rise to State's remedies as set forth below. Further, any late payment will be subject to a late penalty consisting of an administrative charge on the late amount, calculated at the rate of five percent (5%) of the amount of the late payment or portion thereof. The parties agree that the late charge represents a fair and reasonable estimate of the costs State will incur because of late payment. Acceptance of the late charge by State shall not constitute a waiver of Concessionaire's default for the overdue amount, nor prevent State from exercising the other rights and remedies granted under this Contract. Concessionaire shall pay the late charge as additional rent with the next monthly rent payment.

Any amount due to State, if not paid within five (5) days following the due date, will bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Concessionaire. Payment of interest shall not excuse or cure any default by Concessionaire.

Upon written request by the Concessionaire to State demonstrating unusual or extenuating circumstances causing the late payment, the State, in its sole discretion, may waive the late charge. Further, in the event Concessionaire is prevented from carrying on the operations contemplated herein by reason of an Act of Nature or other reasons beyond Concessionaire's control, and when requested in writing in advance by Concessionaire, Minimum Rent may be abated in proportion to the amount by which

gross receipts are reduced by the occurrence for such period of reduced or non-operation, as determined in the sole discretion of State.

If this Contract is terminated by State because of Concessionaire's default, and if Concessionaire becomes liable for any deficiency in rent and/or fees by way of damages or otherwise, or if at any time during the Contract term Concessionaire ceases to conduct in the Premises the business referred to herein below, then from and after the time of the breach causing this termination, or from and after the time of the cessation of business, all unpaid rent and/or fees prior to the breach causing termination or cessation of business shall become due and payable. The amount due shall be deemed to be the greater of: (a) the Minimum Rent provided herein, or (b) an amount based upon the average of the payments that have accrued to State as percentage rent during the twenty-four (24) months preceding the termination or cessation of business, unless the termination or cessation occurs within three (3) years of the beginning of the Contract term, in which event the previous twelve (12) (or fewer, if applicable) months shall be used as the basis of this average.

5. GROSS RECEIPTS

The term "gross receipts," wherever used in this Contract, is intended to and shall mean all moneys, property, or any other thing of value received by or owed to Concessionaire and any sub-concessionaire or operator, if other than Concessionaire, through or in connection with the operation of the concession, including any concession related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this Contract, or that associates with or implies an endorsement by State, all without deduction. The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

6. OTHER FINANCIAL REQUIREMENTS

Facility Improvements: Concessionaire shall plan, design, construct, and complete all concession facility improvements as described in "Concessionaire's Facility

Improvement Plan”, attached hereto as **Exhibit E**, without cost to State and in compliance with Contract Section 25, Guidelines for Construction and Completion of Improvements, with a minimum expenditure of Fifteen Thousand Dollars (\$15,000). Any penalties, lien charges, and/or costs to resolve construction related disputes shall not be included in the minimum expenditure amount. After completion of all concession facility improvements and acceptance by State, if there remains an unspent balance of the Fifteen Thousand Dollars (\$15,000), Concessionaire shall pay this unspent balance to State as an additional rental payment within thirty (30) days from State’s acceptance of the concession facility improvements.

7. USE OF PREMISES

The Premises shall be used by the Concessionaire for the development, maintenance and operation of an historic-style grocery and general store in accordance with the Concessionaire’s approved “Operation Plan”, “Facility Improvement Plan”, and “Interpretive Plan”, **Exhibits D, E, and F**, respectively, attached hereto and made part of this Contract, and in compliance with the State’s minimum guidelines as follows:

Develop, equip, operate and maintain a historic-style grocery and general store, which shall include but not be limited to the sale of groceries, sundries, medicinal products, beer and wine, and general merchandise typically sold in a grocery and provisions store during the 1855-1870 interpretive period. Sales items may include fresh flowers and garden seeds, a butcher and deli counter, small hardware items, basic camping supplies, and operation of a seasonal outdoor farm stand.

Concession services shall be provided between the hours of 9:00 AM and 6:00 PM, seven (7) days a week year-round. The only authorized closed day(s) shall be Thanksgiving Day, December 25th and January 1st. In the event State deems the hours of operation inadequate for proper service to the public, State may require Concessionaire to adjust the days and/or hours of operation to a schedule provided by State. Concessionaire may remain open longer hours, at Concessionaire's discretion with the concurrence of State. In the event of adverse weather or other operating conditions, State may permit the concession to close at any time during the term of this Contract.

Concessionaire shall not use or permit the Premises to be used in whole or in part during the term of this Contract for any purpose other than as herein set forth without the prior written consent of the State.

A competent person shall be on the Premises at all times while the concession is in operation. If the on-site manager is other than the Concessionaire, State reserves the right to approve such manager.

8. INTERPRETIVE SETTINGS AND COSTUME

A primary consideration to the State under this Contract is the creation and perpetuation of the experience, setting and ambiance of the 1855-1870 period in Columbia State Historic Park. To this end, Concessionaire shall furnish, equip, operate, and maintain an interpretive-style grocery and general store concession within the Premises. In accordance with State-approved Furnishings Plan, described within Contract **Exhibit E**, all aspects of the store's period-style décor, setting and ambiance including: furnishings, lighting, counters, shelving, window treatments, display pieces, products, packaging, merchandising (display of goods for sale), and interior and exterior signage must be appropriate to the interpretive period. Changes to the Furnishings Plan must be approved by the District Superintendent prior to the concession opening for business. The Concessionaire's ongoing interpretive responsibility will be to stock, display, and sell appropriate goods representative of the merchandise sold during the period 1855-1870, using the mid-nineteenth century display and merchandising techniques described in the State's "A Gold Rush Merchant's Manual, 1849-1852" (2 volumes). Non-historic plastic or decal signs will not be permitted and modern equipment and utensils shall be disguised or hidden from public view.

Artifacts may be loaned to the Concessionaire by Columbia State Historic Park in accordance with the State's museum collection policies. Artifacts may not be modified with without prior written approval by the State.

All persons, including Concessionaire, while working on the Premises shall be attired in clothing suitable for merchants of the Gold Rush Era, as outlined in **Exhibit G**, "Minimum Costuming Requirements" attached to and made part of this Contract. Concessionaire shall create a "costume bank" of appropriate period clothing for their

employees to wear at all times while working on the Premises. Clothing shall consist of items approved by the State's representative.

Concessionaire acknowledges that he/she fully supports the policies of the State regarding the historical interpretation of Columbia State Historic Park and will contribute to the visitors' understanding and appreciation of the building's 1855-1870 interpretive period.

9. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES

Concessionaire shall staff, operate, manage, and provide all goods, services, and facilities offered in a first-class manner and comparable to other high quality concessions providing similar facilities and services. State reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service for public safety and/or to ensure that the public receives, in the State's view, fair pricing, proper service, and appropriate quality. Any changes to rates or charges to park visitors proposed by Concessionaire following contract approval shall be submitted in writing for the State's approval. Rate changes may not be imposed retroactively.

10. ALCOHOLIC BEVERAGES

Concessionaire may sell beer and wine for off-Premises consumption. No other alcoholic beverages shall be sold. A competent adult person twenty-one (21) years of age or over shall be on the Premises at all times to supervise the sale of alcoholic beverages. Further, the sale of alcoholic beverages shall be subject to any regulations established for the State Park System by the Director of the Department of Parks and Recreation and the regulations established by the Department of Alcoholic Beverage Control.

11. HEALTHY FOODS INITIATIVE

As the primary food providers in California State Parks, participation by concessionaires in the State's efforts to promote healthy and sustainable food practices is critical. To that end and in accordance with State's mission to provide for the health of Californians, Concessionaire shall promote the importance of healthy, locally and

sustainably grown, organic foods, and shall use sustainable practices, organic ingredients, and recycled products whenever possible. These practices shall include the following:

- A. To the extent possible, Concessionaire shall develop a network of local farmers and ranchers who are dedicated to sustainable agriculture and can assure a steady supply of pure and fresh ingredients.
- B. Concessionaire shall offer a selection of food and beverage items that conform to the definition of healthy foods as defined by the U.S. Department of Agriculture and the Food and Drug Administration in the Code of Federal Regulations, Title 9, Section 317 and Title 21, Section 101.
 - 1) To the extent possible, Concessionaire shall provide food products that are as pure and natural as possible, without synthetic additives, pollutants, or unnecessary packaging and marketing.
 - 2) To the extent possible, Concessionaire shall develop interpretive materials and programs that demonstrate the vital role of food in human culture, and how food affects quality of life.
 - 3) To the extent possible, Concessionaire shall offer interpretive demonstrations regarding the sound and sustainable production of food and healthful and traditional means of cooking.

12. HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL

During the term of this Contract at Concessionaire's own cost and expense, Concessionaire shall maintain the Premises and areas in, on, or adjacent to a distance of not less than twenty (20) feet, including personal property and equipment, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. Removal and disposal of all rubbish, refuse, and garbage resulting from concession's operations shall be the Concessionaire's responsibility and shall be disposed of outside the park unit and in accordance with applicable laws and local ordinances. All trash containers and/or trash bins shall be adequately screened to the

satisfaction of State. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.

A. Housekeeping: Housekeeping activities are defined as all those activities concerned with keeping facilities clean, neat, and orderly, and includes, but is not limited to, mowing, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing, hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and walks.

B. Maintenance and Repairs: Concessionaire shall maintain all concession facilities and personal property and equipment on the Premises in good condition and repair at Concessionaire's sole cost and expense at all times during the term of this Contract. Such maintenance shall conform to State Park standards and in accordance with **Exhibit H**, "Maintenance Schedule" and **Exhibit I**, "Secretary of the Interior's Standards for the Treatment of Historic Properties", attached to and made a part of this Contract. For the purposes of this Contract, the term "maintenance" is defined as all repair and preservation work necessary to maintain concession facilities and personal property and equipment in a good state of repair, as well as to preserve them for their intended purpose for an optimum useful life.

Subject to the availability of funds, the State shall be responsible for the stability of the building and maintaining the building roof and exterior walls.

Any maintenance, repair or replacement which in any way affects the historical integrity or interpretation of the building, must be submitted in advance using a "Concession Maintenance Project Proposal" form, attached hereto as **Exhibit J**, for review and approval by the State in writing.

Should Concessionaire fail, neglect, or refuse to undertake and complete any required maintenance, State shall have the right to perform such maintenance or repairs for Concessionaire. In this event, Concessionaire shall promptly reimburse State for the cost thereof provided that State shall first give Concessionaire ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or

maintain any improvements on the Premises. Concessionaire hereby expressly waives the right to make repairs at the expense of State and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Contract.

C. Removal and Restoration. At the expiration or sooner termination of this Contract, Concessionaire at its own expense shall remove all personal property brought onto the Premises by Concessionaire. Concessionaire, at Concessionaire's expense, shall restore and repair the Premises, and any of Concessionaire's improvements or fixtures remaining thereon, to a good, clean, safe, and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the Premises.

13. RESOURCE CONSERVATION

A. Environmental Conservation Program: Concessionaire shall set a positive example in waste management and environmental awareness that shall lead to preservation of the resources of the State. Accordingly, Concessionaire shall prepare and execute a program, subject to the prior written approval of the State, designed to reduce environmental impacts that result from concession operations. This program shall address, but not be limited to: solid waste management, including reduction, reuse and recycling; water and energy conservation, pest management, grease removal and disposal, hazardous materials handling and storage, and air quality. Specifically, the program must include the following:

- 1) Recycling and Beverage Container Programs: The Concessionaire shall implement a source reduction and recycling program designed to minimize concession and patron use of disposable products, per Public Contract Codes Sections 12161 and 12200 et seq. Reusable and recyclable products are preferred over "throwaways." Where disposable products are needed, products that have the least impact on the environment will be selected. No Styrofoam containers or other non-

biodegradable containers are to be used or sold by Concessionaire. The use of "post-consumer" recycled products is encouraged wherever possible.

The Concessionaire shall participate in the California beverage container redemption/recycling program. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, bimetal, plastics, aluminum and glass. At the start of each Contract Year, Concessionaire and State shall review items sold, and containers or utensils used or dispensed by Concessionaire, and, whenever possible, eliminate the use of non-returnable or non-recyclable containers or plastics.

2) **Water and Energy Conservation:** The Concessionaire shall implement water and energy conservation measures. As new technologies are developed, Concessionaire shall explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, and/or reduced impacts on the environment.

3) **Erosion Control/Water Quality/Environmental Sensitivity:** The Concessionaire shall comply with all requirements set forth by various oversight agencies that have jurisdiction and oversight authority relating to the Premises and surrounding properties, including, but not limited to, erosion control, water quality and environmental sensitivity standards.

B. **Resource Management and Preservation:** Concessionaire shall comply with State's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. These mandates include the Public Resources Code Sections 5024 and 5097 et seq., the Department Operations Manual Chapter 300, Department's cultural resource directives and Secretary of the Interior's Guidelines for Historic Preservation.

C. **Air and Water Pollution Violation:** Under State laws, Concessionaire shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to

cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. HAZARDOUS SUBSTANCES

- A. On the Premises, Concessionaire shall not:
- 1) Keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;
 - 2) Carry-on any offensive or dangerous trade, business, or occupation; or
 - 3) Use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way.
- B. Nothing in this Section shall preclude Concessionaire from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in carrying-on Concessionaire's business.
- C. Storage of Hazardous Materials: Concessionaire shall comply with all applicable laws and best practices pertaining to the use, storage, transportation, and disposal of hazardous substances. Gasoline, oil and other materials considered under law or otherwise to be hazardous to public health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.
- D. Concessionaire shall protect, indemnify, defend, and hold harmless the State or any of its affiliates, successors, principals, employees, or agents against any liability, cost, or expense, including attorney fees and court costs, arising from illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, by Concessionaire. Where Concessionaire is found to be in breach of this provision due to the issuance of a government order directing Concessionaire to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused

by Concessionaire or any person acting under Concessionaire's direct control or authority, Concessionaire shall be responsible for all cost and expense of complying with such order, including any and all expenses imposed on or incurred by the State in connection with or in response to such government order. Notwithstanding the foregoing, in the event a government order is issued naming Concessionaire, or Concessionaire incurs any liability during or after the term of the Contract in connection with contamination that preexisted the Concessionaire's obligations and occupancy under this Contract or prior contracts, or that were not directly caused by Concessionaire, the State shall be solely responsible as between Concessionaire and the State for all expenses and efforts in connection therewith, and State shall reimburse Concessionaire for all reasonable expenses actually incurred by Concessionaire therewith.

E. Certification: Upon termination of this Contract, when requested by State, Concessionaire shall provide certification prepared by a Certified Industrial Hygienist that there is no hazardous waste contamination and/or damage to the Premises.

15. PEST CONTROL ACTIVITIES

Pest inspections shall be performed regularly. Concessionaire will remedy all pest infestations in a timely manner. Concessionaire shall provide to State copies of all pest inspection reports or other professional assessments of the condition of the facilities.

All pest control activities, chemical and non-chemical, shall be approved by the State prior to action by the Concessionaire. Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a "DPR 191, Pest Control Recommendation" attached hereto as **Exhibit K** (or equivalent) to the State for approval. The State has fourteen (14) days to approve or deny the request. Such approval shall be solely for compliance with State's policies and in no way shall relieve Concessionaire or its contractors, employees, agents or representatives from compliance with all laws and regulations concerning such activities and from carrying out the work in a workmanlike manner.

Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, Pest Control Recommendation (or equivalent information).

16. UTILITIES AND SERVICES

Concessionaire shall be responsible for all costs associated with the installation and provision of all utilities necessary to and used in connection with the Premises, including but not limited to sewage disposal. When installing facilities, no trees shall be trimmed or cut without permission of State.

17. EQUIPMENT

Concessionaire, at Concessionaire's own expense, shall completely equip the concession improvements described herein and shall keep the same equipped in a safe and first-class manner throughout the term of this Contract.

18. PERSONAL PROPERTY

Except to the extent covered by Section 26, Modifications, Additions, Title to Improvements, title to all personal property provided by Concessionaire shall remain in Concessionaire. Concessionaire shall not attach any personal property to any building without first obtaining State's written approval. Unless approved in writing by State, all property attached to real property will be considered a real property improvement and shall become property of State at the time this Contract is terminated.

19. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, circulated, or published, including electronically or on the internet, without prior written consent of the State and only consistent with the purposes of the Contract. To the extent possible, signs and advertising shall conform to the publication titled A Guideline for Signs, Old Sacramento Historic District and shall be

submitted for review in accordance with **Exhibit L**, "Columbia State Historic Park Sign Policy and Request Process", attached hereto and made a part of this Contract.

20. ARTIFACTS

All artifacts and furnishings provided by the State for Concessionaire's use shall be provided in accordance with the loan agreement, **Exhibit M**, "DPR 928, Museum Collections Loan Agreement", attached hereto and made a part of this Contract, and shall be executed prior to occupancy by Concessionaire.

State shall provide, for use by the Concessionaire, the furnishings located in the building and/or listed on **Exhibit M**. Said furnishings shall be returned to the State at the expiration of this agreement in the same condition as received, reasonable use, wear and tear, and damage by the elements expected.

The State shall not be obligated to replace equipment, fixtures or furnishing items which may become unserviceable or beyond reasonable repair due to use, wear and tear, and/or damage by the elements.

Should Concessionaire fail, neglect or refuse to maintain the items described in the loan agreement, **Exhibit M**, the State shall have the right to perform such maintenance or repairs for the Concessionaire's account, and the Concessionaire agrees to promptly reimburse the State for the cost thereof, provided however, that the State shall first give Concessionaire ten (10) days written notice of its intention to perform such maintenance or repairs for the concessionaire's account for the purpose of enabling Concessionaire to proceed with such maintenance or repairs at the Concessionaire's own expense. Should Concessionaire refuse to pay the cost within thirty (30) days after State bills Concessionaire for State's cost, then State may make a demand on the Concessionaire's performance bond, required in Section 27 below, to satisfy such expenditures.

21. PHOTOGRAPHY

State may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary business of

Concessionaire. Such permits shall not be deemed to be a competitive activity with regard to Concessionaire's rights to possession and operation under this Contract.

22. INTELLECTUAL PROPERTY RIGHTS

A. Clarify Ownership of Pre-existing Intellectual Property Rights: Other than as specifically identified and authorized in this Contract, no names, logos, trademarks or copyrighted materials belonging to and/or associated with State Parks shall be used, circulated, or published without the express written consent of State Parks. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in Concessionaire any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of the Contract.

Any trademarks and/or copyrights belonging to Concessionaire prior to the commencement of the Contract shall remain in Concessionaire's sole ownership upon termination of the Contract.

During the course of this relationship, Concessionaire shall use the name, ***Columbia Mercantile Grocery and General Store***. Any additional and/or different names may be used only upon written agreement of State Parks.

B. Ownership of New Logos and Trademarks Developed During Contract: Any names, logos, and/or trademarks developed during and/or pursuant to this Contract that in any way associate with, identify or implicate an affiliation with State Parks and/or are funded by State Parks shall be approved in writing by State Parks, shall belong to State Parks upon creation, subject to express written agreement otherwise, and shall continue in State Park's exclusive ownership upon termination of the Contract. Further, all good will and other rights in said marks shall inure to the benefit of the State as the mark owner.

C. Ownership of new Copyrights, Developed by Concessionaire for State Parks, Absent a Separate Written Agreement: Any copyrighted materials developed and created by Concessionaire for State Parks during the term of this Contract shall be deemed to be "works for hire" under the United States Copyright Act 17 USC §101 et seq. and shall, unless otherwise agreed to in

writing, belong to State Parks upon creation, and continue in State Park's exclusive ownership upon termination of this Contract. Unless otherwise agreed to in writing, Concessionaire intends and agrees to assign to State Parks all rights, title, and interest in and all works created pursuant to this Contract as well as all related intellectual property rights.

Concessionaire agrees to cooperate with State Parks and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

D. Concessionaire Rights in Separately Created Works: Any copyrighted materials and/or trademarks developed and created by Concessionaire separate and apart from this Contract, shall belong to Concessionaire, and shall continue in Concessionaire's exclusive ownership upon termination of this Contract. In the event that any trademarks and/or copyrights are created by Concessionaire during the term of this Contract and same are proposed for use in connection with Concessionaire's performance under the Contract, Concessionaire shall promptly notify State Parks in writing of its intention to retain ownership in the specific trademarks and/or copyrights.

23. GRANT OF STATE'S TRADEMARK LICENSE

State hereby grants Concessionaire, and Concessionaire hereby accepts a non-exclusive, non-assignable license to use the State Park Logo (sometimes referred to as the "Trademark" or "Mark"), created and owned by State, in accordance with the terms and conditions of the "License/Permission for Use of Trademarks" which is attached hereto as **Exhibit N**, and is incorporated herein by this reference. After signature by both Concessionaire and State Parks, this License shall authorize the use of the Trademark and associated goodwill, in connection with this Contract only.

A record of each authorized use by Concessionaire of the Trademark shall be maintained by Concessionaire and by State Parks.

Concessionaire and State Parks will use the State Park name, Trademark, and brand consistent with the State Park Brand Standards Handbook available at <http://isearch.parks.ca.gov/pages/321/files/BrandHandbookJanuary2007.pdf>.

The State Park name, Trademark and brand will not be used on Concessionaire social media pages.

24. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

Concessionaire acknowledges that the State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public, and Concessionaire agrees to participate in this program in the manner described below without compensation from the State for such cooperation. Any programs established following execution of the contract will be implemented upon mutual consent by Concessionaire and State.

A. Concessionaire agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.

B. Concessionaire agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.

Concessionaire agrees to rent or sell, along with all other items of merchandise that are part of the Concessionaire's normal and customary inventory, any item of merchandise that the State approves under this program, provided that Concessionaire is authorized to sell or rent it under the terms of the Contract, and the Concessionaire receives reasonable compensation for its sale.

25. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

A. Facility Development: At Concessionaire's sole cost and expense, Concessionaire shall be responsible for the scheduling and securing of all environmental permits, design, construction permits, construction, construction mitigation measures, completion, and installation of facility improvements, décor, equipment, fixtures, and furnishings as described in the **Exhibit E**, Facility Improvement Plan. Implementation of the Plan shall generally follow:

- 1) Plan Amendment: Concessionaire shall meet with State within fourteen (14) days of Contract execution to review the implementation

plan and modify as reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department.

2) Schematic Design: Within four (4) weeks of contract execution, Concessionaire shall provide to State for its review and approval a Schematic Design. The State shall not unreasonably withhold such approval. The objective of the Schematic Design is to clearly define the **Exhibit E**, Facility Improvement Plan and should include a site plan, building floor plans, all building elevations, outline specification, and any additional detailed specifications necessary to describe project work, floor area usage, Gantt-type chart construction schedule, and Preliminary Statement of Probable Construction Cost. In developing such materials, Concessionaire shall consider the Project Evaluation Form provided by State to evaluate environmental permit requirements. If the State disapproves any element of the program statement, Concessionaire shall promptly submit to State all necessary modifications and revisions.

3) Design Development: Within four (4) weeks of State's approval of Concessionaire's Schematic Design, Concessionaire shall submit the Design Development for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Design Development is to define and describe all the important aspects of the **Exhibit E**, Facility Improvement Plan and should include the necessary details of each element of the Schematic Design to adequately convey key conditions of major improvements. In addition, the Design Development should include Reflected Ceiling Plans, Schedules, Structural Requirements, Plumbing, Mechanical, and Electrical Plans, Food Service Requirements, Color Boards, Material and Systems Specifications, and an updated construction schedule and Preliminary Statement of Probable Construction Cost. If the State disapproves any element of the Design Development, Concessionaire shall promptly submit necessary modifications and revisions. Concessionaire shall concurrently complete California Environmental Quality Act (CEQA) and other environmental

documents as may be required, and file such with California State Clearinghouse.

4) Working Drawings: Within four (4) weeks of State's approval of Concessionaire's Design Development, Concessionaire shall submit Working Drawings for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Working Drawings is to set forth in detail the requirements for construction of the **Exhibit E**, Facility Improvement Plan including bidding and contracting. At a minimum, the drawings should include all Design Development elements plus: complete documentation of quantities, qualities, and relationships of all work required to construct the Facility Improvement Plan; documentation of decisions made in the Design Development phase; all documentation needed for obtaining regulatory and State approvals; construction schedule; and the final Statement of Probable Construction Cost. If the State disapproves any drawings, plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions. No changes or alterations shall be made to the approved Working Drawings without prior written approval of State.

B. Use of Consultants: Concessionaire shall employ licensed Contractor(s) in the completion of all required construction work. Additionally, Concessionaire shall utilize professional contractors and consultants, including architects(s) and engineer(s), acting in accordance with the latest American Institute of Architects' standards of practice to develop comprehensive construction plans, including schematic design plans, design development plans, and working drawings, and to conduct independent inspections and monitoring of all construction. Concessionaire agrees to select contractors and consultants who are licensed to practice in the State of California and are acceptable to the State. However, in no event shall State be deemed to have control of or be responsible for Concessionaire's final hiring decisions, the day-to-day management of the project, or administration of contracts with contractors or consultants. Contracts

between Concessionaire and any contractor or consultant must be approved in writing by State in advance of execution by Concessionaire.

C. Permits: At its sole cost and expense, including mitigation costs, Concessionaire shall obtain all permits, licenses, and other approvals necessary for the construction and completion of the Facility Improvement Plan. Such permits may include, but are not limited to, those required under the California Environmental Quality Act (CEQA), Public Resources Code 5024, County Health Department, California Coastal Act, California Building Code, and State Fire Marshal. All plans must comply with the Americans with Disabilities Act of 1990 (ADA) and require certification from the State's Accessibility Section in accordance with Contract Section 31, Disabilities Access Laws. Concessionaire shall reimburse State for all costs incurred by State on behalf of Concessionaire in association with acquisition of said permits. State will produce records of such costs for review by Concessionaire on a monthly basis. The State shall cooperate with Concessionaire with respect to securing said permits including the execution of documents required by a governmental authority to be initiated by State. In the event Concessionaire, having exercised all due diligence in applying for and seeking all approvals, cannot secure all required permits within two (2) years from Concessionaire's taking possession of the Premises, the State shall have the option to terminate this Contract.

D. State Approval/Acceptance of Plans and Work: Concessionaire shall allocate a minimum of thirty (30) days in construction schedules for each required review by State. Concessionaire shall reimburse State for all professional services, including but not limited to architectural, engineering, construction monitoring, inspection, plan review and approval. State will produce records of such costs for review by Concessionaire on a monthly basis. State's approval of the work and plans shall be for the purpose of determining that such work conforms in scope and quality to State's policies and standards, and in no way shall relieve Concessionaire or its contractors or subcontractors of the responsibility to perform and complete the work (1) in accordance with generally accepted industry standards, (2) faithfully adhering to the approved plans,

specifications, and drawings, and (3) in accordance with all applicable codes, laws, regulations, or other requirements, including but not limited to, the standards contained in this Contract. Permission to start construction will not be granted until all required permits and approvals have been secured.

Alterations: It is the intent of this Contract and the contracting parties that the concession facilities contemplated herein shall not only be constructed in accordance with the requirements herein, but in coordination with State's development of the unit. The State, in its discretion after consultation with Concessionaire, may alter the Facility Improvement Plan and Working Drawings and construction schedule, and/or the construction timeline to agree with its schedule of development for the unit. Any changes to the timeline shall not be earlier than the dates set forth in the Working Drawings, as approved by State, except with concurrence of Concessionaire.

E. Completion of Improvements: Upon State approval of the Working Drawings and receipt of all required permits, licenses, and other approvals, Concessionaire shall commence construction to the facility as described herein, and prosecute the same to completion with all due diligence and within four (4) months or as presented in **Exhibit E**, Facility Improvement Plan. Such time shall be extended as reasonably necessary in the event of delays caused by fire, earthquakes, wars, strikes, adverse weather, or other calamity beyond Concessionaire's control. Concessionaire shall hold monthly or more frequent status meetings throughout the period of construction, which shall include representatives of the general contractor, appropriate subcontractors, a representative of Concessionaire, and a representative of the State.

Upon completion of construction, Concessionaire shall (1) file a Notice of Completion of Construction in County within which work was executed, and identify State as recipient of recorded document; (2) secure Certificate of Occupancy if required by State Fire Marshal; (3) provide State with a complete set of "as-built" plans and updated specifications for all improvements in a format acceptable to State; (4) submit evidence that all improvements are clear of any mechanic's liens; (5) have work certified by a licensed architect or engineer to be

in compliance with the Working Drawings as approved by State and all applicable building or other laws, codes, or regulations; (6) secure sign-off for CEQA compliance; and (7) submit an account of the cost for all facility improvements, excluding equipment and trade fixtures that are the personal property of Concessionaire.

The cost accounting as required by item (8) above shall include cost statements and substantiating invoices for all project expenses including labor and materials. After such accounting has been examined by State, State in its sole discretion will establish in a reasonable and fair manner the cost of facilities and improvements for the purposes of evaluating Concessionaire's compliance with the facility development expenditure requirements of this Contract. In the event such accounting is not filed by Concessionaire at the time specified, State shall estimate the cost of the project and serve notice of same on Concessionaire in the manner provided herein.

26. MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS

In the event that Concessionaire desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, required accessibility barrier removal work, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively Alteration(s)), the approval in writing of State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process which will include the initial submission of a "Columbia State Historic Park Concession Modification Request" attached hereto as **Exhibit O**.

The Premises as shown on **Exhibit A** include a state historic facility, as defined in Public Resources Code Section 5024. No alteration, modifications, demolition, or construction, other than those which may be outlined herein, may be commenced without prior written approval from State in accordance with Public Resources Code Section 5024.5.

Once any Alteration has been approved by State and the work has begun, Concessionaire shall, with reasonable diligence, prosecute to completion all approved

Alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to State as required herein, and shall comply with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of Concessionaire, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary for the construction of approved Alterations.

Title to all Alterations and improvements existing or hereafter erected on the Premises, regardless of who constructs such improvements, shall immediately become State's property and, at the end of the Term, shall remain on the Premises without compensation to Concessionaire. Concessionaire agrees never to assail, contest, or resist title to the Alterations and improvements. The foregoing notwithstanding, State may elect, by notice to Concessionaire, that Concessionaire must remove any Alterations that are peculiar to Concessionaire's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, Concessionaire shall bear the cost of restoring the Premises to its condition prior to the installment of the Alterations.

27. **BONDS**

A. All bonds required under this Contract must be in a form satisfactory to State, issued by a corporate surety licensed to transact surety business in the State of California.

B. **Performance Bond**: Concessionaire, at Concessionaire's own cost and expense, agrees to obtain and deliver to State, prior to the commencement date of this Contract and prior to entering the Premises, and shall maintain in force throughout the term of this Contract, a valid Performance Bond (which may be renewed annually) in the sum of **Fifty Percent (50%) of the Minimum Annual Rent** payable to the State. This bond shall insure faithful performance by Concessionaire of all the covenants, terms, and conditions of this Contract inclusive of, but not restricted to, the payment of all rentals, fees, and charges and prompt performance of and/or payment for all maintenance obligations. In lieu of a bond, the Concessionaire may substitute another financial instrument

(such as an Irrevocable Standby Letter of Credit), which must be sufficiently secure and acceptable to State. At least thirty (30) days prior to the expiration or termination of said bond or acceptable financial instrument, a signed endorsement or certificate showing that said bond or financial instrument has been renewed or extended shall be filed with the State. Within 15 days of State's request, Concessionaire shall furnish State with a signed and complete copy of the valid bond or financial instrument.

C. Construction Payment Bond: Prior to the commencement of construction required hereunder, Concessionaire shall furnish the State with a bond, listing Concessionaire's contractor(s) as principals, in a sum not less than **fifty percent (50%)** of the total cost of the construction. The bond shall guarantee payment by Concessionaire of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect the State from any liability, losses, or damages arising therefrom. In no event shall Concessionaire allow the imposition of a mechanics' lien or other lien on the concession property, and at its sole expense shall take all steps to remove such liens or the threat of such liens.

D. Construction Performance Bond: Prior to the commencement of construction required hereunder, Concessionaire shall furnish the State with a bond, listing Concessionaire's contractor(s) as principals, in a sum not less than **fifty percent (50%)** of the total cost of the construction. The bond shall guarantee faithful performance of the construction by Concessionaire's contractor.

E. Concessionaire acknowledges that allowing the Performance Bond or other security instrument(s) to expire or otherwise terminate and/or allowing the total secured amount to fall below the security required herein will cause State to incur costs and significant risks not contemplated by this Contract, the exact amount of which will be difficult to ascertain. These costs include, but are not limited to, administrative costs and other expenses necessary to ensure continued performance of services for the public and protection of the Premises. Accordingly, if Concessionaire allows the Performance Bond or other security

instrument to expire or otherwise terminate and/or allows the total secured amount to fall below the security required pursuant to this Contract, Concessionaire shall pay to State an amount equal to five percent (5%) of the required security or five hundred dollars (\$500), whichever is greater. The parties agree that this charge represents a fair and reasonable estimate of the costs State will incur. Acceptance of this charge by State shall not constitute a waiver of Concessionaire's default, nor prevent State from exercising the other rights and remedies available to it under this Contract or applicable law, including the right to terminate this Contract and seek the payment of damages.

28. INSURANCE

A. Concessionaire shall provide before entering the Premises and shall maintain in force throughout the term of this Contract the following:

- 1) Commercial General Liability Insurance: Concessionaire shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal and advertising injury.
- 2) Liquor Liability: Where alcohol sales are permitted, Concessionaire shall include liquor liability with limits no less than \$1,000,000.
- 3) Automobile Liability: Concessionaire shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of motor vehicles including owned, hired and non-owned motor vehicles used by Concessionaire in the conduct of business under this Contract.
- 4) Workers' Compensation Insurance: Concessionaire shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Contract. Employer's liability limits of \$1,000,000 are required. The workers'

compensation policy shall contain a waiver of subrogation in favor of the State of California on a form acceptable to State.

5) Property Insurance:

Concessionaire shall provide Special Form building coverage on a replacement cost basis limits based on the estimated replacement value of facilities occupied by Concessionaire. Replacement value effective 2015 is \$700,000. Property insurance shall include Business Interruption coverage on a Special Form basis with limits equal to the actual loss sustained for up to one (1) year.

B. The State shall be named as “loss payee” for any Property Insurance claim related to the destruction, loss, or damage of State-owned buildings. In the event of destruction, loss, or damage of any of the State-owned buildings, improvements, or fixtures located on the Premises that the State determines (1) to be essential to the continued operation of the Contract and (2) cannot be repaired within one-hundred-eighty (180) days of the occurrence, the State may terminate this Contract. A decision by the State to terminate the Contract under this provision shall be communicated in writing to Concessionaire as soon as practicable. If the Contract is so terminated, State shall be entitled to the proceeds payable under any applicable insurance policies pertaining to the loss as its interest may appear. Receipt of such proceeds by State shall be in addition to the right of State to pursue whatever other remedies it may have to recover any losses due to the occurrence. If the State determines not to terminate the Contract, then, in State’s discretion, any buildings, improvements, or fixtures built in replacement of any damaged or destroyed property shall be subject to the terms and provisions of this Contract as if they had existed at the onset. In no event shall the provisions of this Section be deemed or construed to relieve Concessionaire from the requirement to repair or replace any damaged or destroyed property except as specifically excepted by express terms of this Contract.

C. Each policy of liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Concessionaire’s

limit of liability. The policy must include **the State of California, Department of Parks and Recreation, its officers, agents, and employees, as additional insured.** These endorsements must be supplied under form acceptable to State. Any subcontractors shall be included under Concessionaire's policy or provide evidence of coverage equal to limits and policies required of Concessionaire.

D. Concessionaire is responsible to provide the State within five (5) business days following receipt by Concessionaire a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Concessionaire fails to keep in effect at all times the specified insurance coverage, State may, in addition to other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

E. Each policy shall be underwritten to the satisfaction of the State. Concessionaire shall submit to State a signed and complete certificate of insurance with all endorsements required by this Section, showing to the satisfaction of State that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, Concessionaire shall furnish State with a signed and complete copy of the required policy.

29. HOLD HARMLESS AGREEMENT

Concessionaire hereby waives all claims and recourse against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Contract, except claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the State, its officers, agents, or employees. Concessionaire shall protect, indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, attorney fees, expert costs and fees, or liability costs arising out of the development, construction, operation, or maintenance of the Premises property described herein and compliance with all laws, including but not limited to the Americans With Disabilities Act of 1990 as provided for herein, except for liability arising out of, and to the extent of, the sole gross negligence or willful

misconduct of State, its officers, agents, or employees or other wrongful acts for which the State is found liable by a court of competent jurisdiction.

30. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

Concessionaire shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Contract, including obtaining and maintaining all necessary permits and licenses. Concessionaire acknowledges and warrants that it is or will make itself through its responsible concession managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the concession facilities, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historic preservation, environmental impacts, and State building codes and regulations. Concessionaire further acknowledges State policy for concession employees to maintain compatible relations with State employees and the public.

31. DISABILITIES ACCESS LAWS

Without limiting Concessionaire's responsibility under this Contract for compliance with all laws, with regard to all operations and activities that are the responsibility of Concessionaire under this Contract, Concessionaire shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 (ADA) [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)], the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

Concessionaire shall be solely responsible to complete necessary modifications to Premises to meet ADA requirements within the first Contract Year.

With regard to facilities for which Concessionaire is responsible for operation, maintenance, construction, restoration, or renovation under this Contract, Concessionaire also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and

any other applicable laws. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

These facilities must be compliant with the 2010 ADA Standards for Accessible Design, California Building Code, Title 24 Chapter 11B (latest edition), Accessibility to Public Accommodations, and the Final Accessibility Guidelines for Outdoor Developed Areas put forth by the United States Access Board.

32. NONDISCRIMINATION

During the performance of this Contract, Concessionaire and its employees shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or any member of the public because of sex, sexual orientation, race, color, religious creed, marital status, need for family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, need for pregnancy disability leave, or need for reasonable accommodation. Concessionaire shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

For contracts over \$100,000 executed or amended after January 1, 2007, the Concessionaire certifies compliance with Public Contract Code Section 10295.3 concerning domestic partners.

Further, as part of compliance with the foregoing, Concessionaire shall comply with The Americans With Disabilities Act Title II Regulations Part 35, Subpart B – §35.130 General Prohibitions Against Discrimination, and Subpart D - Program Accessibility § 35.149 Discrimination Prohibited.

Concessionaire shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Chapter 5). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Concessionaire and its

subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

Concessionaire shall include the non-discrimination and compliance provisions of this Section in all agreements to perform work under and/or in connection with this Contract.

In the event of violation of this Section, the State will have the right to terminate this Contract, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Concessionaire.

33. DRUG-FREE WORKPLACE

Concessionaire agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced by the executed Standard Form 21 entitled "Drug-Free Workplace Certification", **Exhibit P**, attached hereto and made a part of the Contract.

34. CONFLICT OF INTEREST

Concessionaire warrants and covenants that no official, employee in the state civil service, other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in the procuring of this Contract; (b) will be employed in the performance of this Contract without the immediate divulgence of such fact to State. In the event State determines that the employment of any such official, employee, associated person, or business entity is not compatible, Concessionaire shall terminate such employment immediately. For breaches or violation of this Section, State shall have the right both to annul this Contract without liability and, in its discretion, recover from the Concessionaire the full amount of any compensation paid to such official, employee, or business entity.

35. EXPATRIATE CORPORATIONS

Concessionaire hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State.

36. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The Concessionaire, by signing this Contract, does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Concessionaire within the two-year period immediately preceding the date of this Contract because of Concessionaire's failure to comply with a Federal Court order that Concessionaire shall comply with an order of the National Labor Relations Board.

37. CHILD SUPPORT COMPLIANCE ACT

In the event the annual gross income generated as a result of this Contract shall exceed One Hundred Thousand Dollars (\$100,000.00), Concessionaire acknowledges that:

- A. The Concessionaire recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall comply with all applicable state and federal laws provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Concessionaire to the best of its knowledge is complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

38. RECORDS AND REPORTS

Concessionaire shall keep separate true and accurate books and records showing all of Concessionaire's business transactions under this Contract in a manner

that conforms to industry standards and practices and in a manner acceptable to State. Concessionaire shall keep all records for a period of at least four (4) years.

In accordance with Public Resources Code Section 5080.18(b), copies of all sales and use tax returns submitted by Concessionaire to the California State Board of Equalization, the Employment Development Department, the Franchise Tax Board, or any other governmental agency shall be concurrently submitted to State.

In accordance with Public Resources Code Section 5080.18(c), State shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Concessionaire's books and records including all tax records and returns. Concessionaire hereby agrees to make all such records, books, and tax returns available to State upon State's request therefor. Concessionaire further agrees to allow interviews of any employees who might reasonably have information related to such records.

Concessionaire will submit to State, no later than May 1st of each year during the term of this Contract, a verified profit and loss statement for the previous calendar year. Such statement shall be submitted on form "DPR 86, Concessionaire Financial Statement", attached hereto as **Exhibit Q**, or in a format previously approved by the State, and shall contain an appropriate certification that all gross receipts during the yearly accounting period covered by said statement shall have been duly and properly reported to the State. Within forty-five (45) days of the expiration or termination of this Contract, Concessionaire shall submit to the State a profit and loss statement for the period of operation not previously reported prepared in the manner stated above.

Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the State, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-resettable and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. Concessionaire shall make all cash register tapes available to the State upon State's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

39. TAXES

A. By signing this Contract, Concessionaire acknowledges that occupancy interest and rights to do business on state property being offered Concessionaire by this Contract may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Concessionaire to liability for the payment of property taxes levied on such possessory interest.

B. Concessionaire agrees to pay all lawful taxes, assessments, or charges that at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this Contract, or any possessory right that Concessionaire may have in or to the premises covered hereby, or the improvements thereon by reason of Concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Concessionaire in or about the Premises.

40. PERFORMANCE EVALUATIONS AND INSPECTION

As part of its administration of this Contract, State will conduct periodic inspections of concession facilities, equipment, services, and programs and prepare written performance evaluations based upon its observations. A "DPR 531, Concession Performance Rating" attached hereto as **Exhibit R**, or other similar format(s) as may be adopted by the State will be utilized for evaluation purposes. State further reserves the right of ingress and egress without notice to inspect concession operations for the purposes of evaluating Concessionaire's performance of the terms and conditions of this Contract; to inspect, investigate, and/or survey the Premises; and to do any work thereon of any nature necessary for preservation, maintenance, and operation of the State Park System. Concessionaire agrees to cooperate with State in all respects related to the implementation of State's Concession Performance Evaluation program and with State's activities on the Premises. State shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising

out of State's entry in the Premises as provided herein, except damage resulting from the active negligence or willful misconduct of State or its authorized representatives.

41. DEFAULT BY CONCESSIONAIRE

A. Defaults: The occurrence of any one of the following shall constitute a default and breach of this Contract by Concessionaire:

- 1) Failure to Pay Rent: Any failure of Concessionaire to timely pay any rent due or any other monetary sums required to be paid hereunder where such failure continues for a period of ten (10) consecutive days after such sums are due.
- 2) Absence from Premises: Any complete absence by Concessionaire or its agents and employees from the Premises for thirty (30) consecutive days or longer. The Premises shall be deemed abandoned after State has followed the procedures set forth in Civil Code Section 1951.3.
- 3) Nuisance: Should Concessionaire create or allow to be created a nuisance on the Premises, State may declare an immediate event of default and enter upon and take possession and/or demand an assignment of the right to operate the Premises without notice to Concessionaire. For the purpose of this paragraph, "nuisance" consists of an egregious activity that threatens the health, welfare, and safety of the public. Concessionaire shall immediately vacate the Premises and remove all personal property within thirty (30) days after State's declaration of default.
- 4) Failure to Observe Other Provisions: Any failure by Concessionaire to observe or perform another provision of this Contract where such failure continues for twenty (20) consecutive days after written notice thereof by State to Concessionaire; this notice shall be deemed to be the notice required under California Code of Civil Procedure Section 1161. However, if the nature of Concessionaire's default is such that it cannot reasonably be cured within the twenty (20) day period, Concessionaire shall not be deemed to be in default if it is determined at the sole

discretion of State that Concessionaire has commenced such cure within the twenty (20) day period and thereafter continues to diligently prosecute such cure to completion to the satisfaction of State.

5) Involuntary Assignments, Bankruptcy: State and Concessionaire agree that neither this Contract nor any interest of Concessionaire hereunder in the Premises shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including, without limitation, the following: (a) transfer by testacy or intestacy; (b) assignments or arrangements for the benefit of creditors; (c) levy of a writ of attachment or execution on this Contract; (d) the appointment of a receiver with the authority to take possession of the Premises in any proceeding or action in which Concessionaire is a party; or (e) the filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by Concessionaire and State shall have the right to elect to take immediate possession of the Premises, to terminate this Contract and/or invoke other appropriate remedies as set forth below, in which case this Contract shall not be treated as an asset of Concessionaire.

B. Notices of Default: Notices of default shall specify the alleged default and the applicable contract provision and shall demand that Concessionaire perform the provisions of this Contract within the applicable time period or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Contract unless State specifically so states in the notice.

42. STATE'S REMEDIES

In the event of default by Concessionaire, State shall have the following remedies. These remedies are not exclusive; they are cumulative and are in addition to any other right or remedy of State at law or in equity.

- A. Collection of Rent: In any case where State has a cause of action for damages, State shall have the privilege of splitting the cause to permit the institution of a separate suit for rent due hereunder, and neither institution of any suit, nor the subsequent entry of judgment shall bar State from bringing another suit for rent; it being the purpose of this provision to provide that the forbearance on the part of State in any suit or entry of judgment for any part of the rent reserved under this Contract, to sue for, or to include in, any suit and judgment the rent then due, shall not serve as defense against, nor prejudice a subsequent action for, rent or other obligations due under the Contract. The claims for rent may be regarded by State, if it so elects, as separate claims capable of being assigned separately.
- B. Maintain Contract in Effect: The State has the remedy described in California Civil Code 1951.4 (lessor may continue lease in effect after lessee's breach or abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). The following do not constitute a termination of the Concessionaire's right to possession: (1) Acts of maintenance or preservation or efforts to relet the Premises; (2) The appointment of a receiver upon initiative of the State to protect State's interests under the Contract; (3) Withholding consent to a subletting or assignment so long as such consent is not unreasonably withheld.
- C. Continued Performance: At State's option, Concessionaire shall continue with its responsibilities under this Contract during any dispute.
- D. Termination of Concessionaire's Right to Possession: Upon an event of default, State may terminate Concessionaire's right to possession of the Premises at any time by written notice to Concessionaire. In the absence of such written notice from State, no act by State, including, but not limited to, acts of maintenance, efforts to relet and/or assign rights to possession of the Premises, or the appointment of a receiver on State's initiative to protect State's interest under this Contract shall constitute an acceptance of Concessionaire's surrender of the Premises, or constitute a termination of this Contract or of

Concessionaire's right to possession of the Premises. Upon such termination, State has the right to recover from Concessionaire:

- 1) the worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Contract;
- 2) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Contract until the time of the award exceeds the amount of loss of rent that Concessionaire proves could have reasonably been avoided;
- 3) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Concessionaire proves could have been reasonably avoided; and
- 4) any other amount necessary to compensate State for all the detriment proximately caused by Concessionaire's failure to perform its obligations under this Contract, which, without limiting the generality of the foregoing, includes any cost and expenses incurred by the State in recovering possession of the Premises, in maintaining or preserving the Premises after such default, in preparing the Premises for a new concessionaire, in making any repairs or alterations to the Premises necessary for a new concessionaire, in making any repairs or alterations to the Premises, and costs of clearing State's title of any interest of Concessionaire, commissions, attorneys' fees, architects' fees, and any other costs necessary or appropriate to make the Premises operational by a new concessionaire.

"The worth, at the time of the award," as used herein above shall be computed by allowing interest at the lesser of a rate of ten percent (10%) per annum or the maximum legal rate.

E. Assignment at State's Direction: In the event of a default by Concessionaire, when cure is not received and acknowledged by State after having provided notice of the breach as provided herein above, Concessionaire shall, in addition to the damages provided for herein, be obligated to assign all

rights to occupy, possess, and operate on and in the Premises to State's designee within thirty (30) days of receipt of written demand by State.

Concessionaire shall further remove itself and its personal property from the Premises within the same time frame. Concessionaire agrees to execute all documents necessary to effectuate and implement this provision. Upon such assignment, all rights of Concessionaire under the Contract shall transfer to the assignee.

Any designated assignee, as provided for herein, shall take and operate the concession under the same terms and conditions as those set forth herein, except for requirements that have already been performed and are no longer applicable. However, Concessionaire shall not be relieved of obligations incurred. An assignment of the Contract pursuant to the terms hereof shall not cause the Contract to terminate and shall not work a merger.

F. Receiver: If Concessionaire is in default of this Contract, State shall have the right to have a receiver appointed to collect rent and conduct Concessionaire's business or to avail itself of any other pre-judgment remedy. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by State to terminate this Contract.

G. Right to Cure Concessionaire's Default: At any time after Concessionaire commits a default, State can cure the default at Concessionaire's cost. If State, at any time by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Concessionaire to State, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by State until State is reimbursed by Concessionaire. Any such sum shall be due as additional rent.

H. Personal Property of Concessionaire: In the event any personal property or trade fixtures of Concessionaire remain at the Premises after State has regained possession or after an assignment is accomplished, that property or those fixtures shall be dealt with in accordance with the provisions for Surrender of the Premises provided below.

- 1) State's Obligations After Default: State shall be under no obligation to observe or perform any covenant of this Contract on its part to be observed or performed that accrues after the date of any default by Concessionaire. Such nonperformance by State shall not constitute a termination of Concessionaire's right to possession nor a constructive eviction.
- 2) No Right of Redemption: Concessionaire hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law that allows Concessionaire any right of redemption or relief from forfeiture in the event State takes possession of the Premises by reason of any default by Concessionaire.
- 3) Other Relief: All monetary obligations of the Concessionaire of any kind shall be considered rent. State shall have such rights and remedies for failure to pay such monetary obligations as State would have if Concessionaire failed to pay rent due. The remedies provided in this Contract are in addition to any other remedies available to State at law, in equity, by statute, or otherwise.
- 4) No Buy-out: In accordance with Public Resources Code Section 5080.18 (h), where the Contract has been terminated due to a breach on the part of the Concessionaire under any terms of this Contract the State shall not be obligated to purchase any improvements made by Concessionaire or to pay the Concessionaire for said improvements before or after taking possession of the Premises.

43. DEFAULT BY STATE

State shall not be in default of the performance of any obligation required of it under this Contract unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by Concessionaire to State specifying the alleged default and the applicable contract provision giving rise to the obligation. However, if the nature of State's obligation is such that more than thirty (30) days is required for its performance, then State shall not be deemed in default if it shall

commence performance within such 30-day period and thereafter diligently prosecute the same to completion.

44. STATE BUY-OUT PROVISIONS

A. Notwithstanding any other provision in this Contract and in addition to any other remedy available to State, upon twelve (12) months written notice, State shall have the option to terminate the Contract and to pay Concessionaire the then depreciated cost of the facilities placed, created, or developed by Concessionaire on the Premises.

B. It is expressly understood that this Section does not apply to the situation where the State may terminate this Contract for any breach on the part of the Concessionaire under Section 41, Default By Concessionaire, or where the Contract is terminated at Concessionaire's request. Where there has been a breach on the part of the Concessionaire, under any terms of this Contract, the State shall not be obligated to pay the Concessionaire before or after taking possession of the Premises.

In the event of breach, bankruptcy, insolvency, abandonment, or the Contract is terminated at Concessionaire's request, the buy-out provisions contained herein are not to be considered as an obligation of the State.

C. For the purposes of this Section, such facilities shall be deemed to be the structures Concessionaire is expressly required to construct, create, or develop under Section 25, Construction and Completion of Improvements, or later adds, exclusive of Concessionaire's personal property. The cost of such facilities for the purposes of this Section shall be those values established under Section 25(e), Construction and Completion of Improvements, above.

D. In the event there is an assignment of this Contract for security and as consented to by State, then any payments made pursuant to this Section shall be used to satisfy such assignee to the extent of assignee's interest.

E. This Section shall only be operative when funds required by State for such buy-out are lawfully available to State, either through appropriation by the

Legislature and through the normal budgeting processes of the State or otherwise.

45. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of the Contract, Concessionaire shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that Concessionaire is obligated to remove. Concessionaire shall remove all of its personal property and shall perform all restoration required by the terms of this Contract within the above stated time unless otherwise agreed to in writing.

1) Personal Property: All of Concessionaire's personal property remaining on the Premises beyond such time specified in this Section shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, or such other laws as may be enacted regarding the disposition of Concessionaires' property remaining at the Premises. Concessionaire waives all claims against State for any damage to Concessionaire resulting from State's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to State for State's costs in storing, removing, and disposing of Concessionaire's personal property or trade fixtures.

2) Failure to Surrender. If Concessionaire fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, Concessionaire shall hold State harmless for all damages resulting from Concessionaire's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if Concessionaire remains in possession of the Premises with State's express consent, such possession by Concessionaire shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. During such temporary tenancy, the Minimum Rent shall be increased by

Consumer Price Index adjustments required by this Contract in accordance with Section 4, Rent, unless otherwise agreed to in writing by State. Concessionaire shall pay such rent and all other sums required to be paid hereunder monthly on or before the fifteenth day of each month. All other provisions of this Contract except those pertaining to the term shall apply to the month-to-month tenancy.

46. NO RECORDATION; QUITCLAIM

- A. No Recordation: This Contract shall not be recorded.
- B. Quitclaim: Concessionaire shall execute and deliver to State on the expiration or termination of this Contract immediately on State's request, a quitclaim deed to the Premises and the rights arising hereunder, in recordable form or such other document as may be necessary, to remove any claim of interest of Concessionaire in and to all property belonging to the State. Should Concessionaire fail or refuse to deliver to State a quitclaim deed or other documents as aforesaid, a written notice by State reciting the failure of the Concessionaire to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive evidence against the Concessionaire and all persons claiming under Concessionaire of the termination of this Contract.

47. ATTORNEY FEES

Concessionaire shall reimburse the State on demand for all reasonable attorney fees (including attorney fees incurred in any bankruptcy or administrative proceeding or in any appeal) and expenses incurred by State as a result of a breach or default under this Contract. If Concessionaire becomes the prevailing party in any legal action brought by State, Concessionaire shall be entitled to recover reasonable attorney fees and expenses incurred by Concessionaire and need not reimburse the State for any attorney fees and expenses incurred by the State.

48. WAIVER OF CLAIMS

The Concessionaire hereby waives any claim against the State of California, its officers, agents, or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same or any part thereof from being carried out.

49. WAIVER OF CONTRACT TERMS

Unless otherwise provided by this Contract, no waiver by either party at any time of any of the terms, conditions, or covenants of this Contract shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Contract shall be deemed cumulative.

50. INTERPRETATION OF CONTRACT

This Contract is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

51. DURATION OF PUBLIC FACILITIES

By entering into this Contract, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation

of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding this concession.

52. EMINENT DOMAIN

If, during the term of this Contract, any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to State.

53. TEMPORARY TENANCY

This tenancy is of a temporary nature and the parties to this Contract agree that no relocation payment or relocation advisory assistance will be sought or provided in any form as a consequence of this tenancy.

54. SECTION TITLES

The Section titles in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Contract, or in any way affect this Contract.

55. INDEPENDENT CONTRACTOR

In the performance of this Contract, Concessionaire and the agents and employees of Concessionaire shall act in an independent capacity and not as officers or employees or agents of the State.

56. ASSIGNMENTS AND SUBCONCESSIONS

No transfer, assignment, or corporate sale or merger by the Concessionaire that affects this Contract or any part thereof or interest therein directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer, assignment, or corporate merger or sale is first consented to in writing by State. Before State considers such assignment, evidence must be given to State that the proposed assignee qualifies as a "best responsible bidder" under the terms of Section 5080.05 of the Public Resources Code or "best responsible person or entity submitting a proposal" under the terms of Section 5080.23 of the Public Resources Code and the Bid Prospectus or Request for

Proposals under which this Contract was awarded and executed. To be effective, any such assignment must comply with applicable law including, without limitation on generality, Public Resources Code Sections 5080.20 and 5080.23.

Portions of this concession may be operated by others under a subconcession agreement with prior written consent of State under the following conditions:

- A. The subconcessionaire must be qualified.
- B. The subconcessionaire's interest shall be subordinate and in all ways subject to the terms of this contract.
- C. Concessionaire's gross receipts shall include all receipts of the subconcessionaire.

57. MODIFICATION OF CONTRACT

This concession contract contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the State and the Concessionaire or their successors in interest.

An amendment is required to change the Concessionaire's name as listed in this Contract upon receipt of legal documentation to support such change.

Notwithstanding any of the provisions of this Contract, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. Such written modifications or additions to this Contract shall not be effective until signed and acknowledged by the State and Concessionaire and approved in writing by the Department of General Services and the Attorney General of the State of California. The State shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

58. UNENFORCEABLE PROVISION

In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be effected thereby.

59. APPROVAL OF CONTRACT

This Contract, amendments, or modifications thereof shall not be effective until approved by Department of General Services and the Attorney General of the State of California.

60. CONTRACT NOTICE

Any notices required to be given or that may be given by either party to the other shall be deemed to have been given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

Concessionaire at: CT-**ConcessionaireName**
CT-**ConcessionContactAddress**
CT-**ConcessionCityState** CT-Concession**Zip**
CT-**ConcessionairePhone**

State at: Department of Parks and Recreation
CT-**DPRContactLocation**
CT-**DPRContactAddress1**
CT-**DPRContactAddress2**
CT-**DPRContactPhone**

Copy to: Department of Parks and Recreation
Marketing and Business Development Division
P.O. Box 942896
Sacramento, California 94296-0001
916-653-7733

The address to which notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, but nothing in this Section shall preclude the giving of any such notice by personal service.

61. STATE'S DISTRICT SUPERINTENDENT

For the purposes of this Contract, the District Superintendent is the State representative responsible for the Premises. The District Superintendent is charged with the day-to-day administration of this Contract and is the Concessionaire's initial contact with the State for information, contract performance, and other issues as might arise. The District Superintendent may delegate these responsibilities to a Sector or Park Superintendent or other individual.

IN WITNESS WHEREOF, the parties hereto warrant that they respectively have the requisite authority to enter this Contract, binding the named parties for which they sign, and have executed this concession contract at the respective times set forth below.

CONCESSIONAIRE:

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS & RECREATION**

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED:

APPROVED:

ATTORNEY GENERAL:

DEPARTMENT OF GENERAL SERVICES:

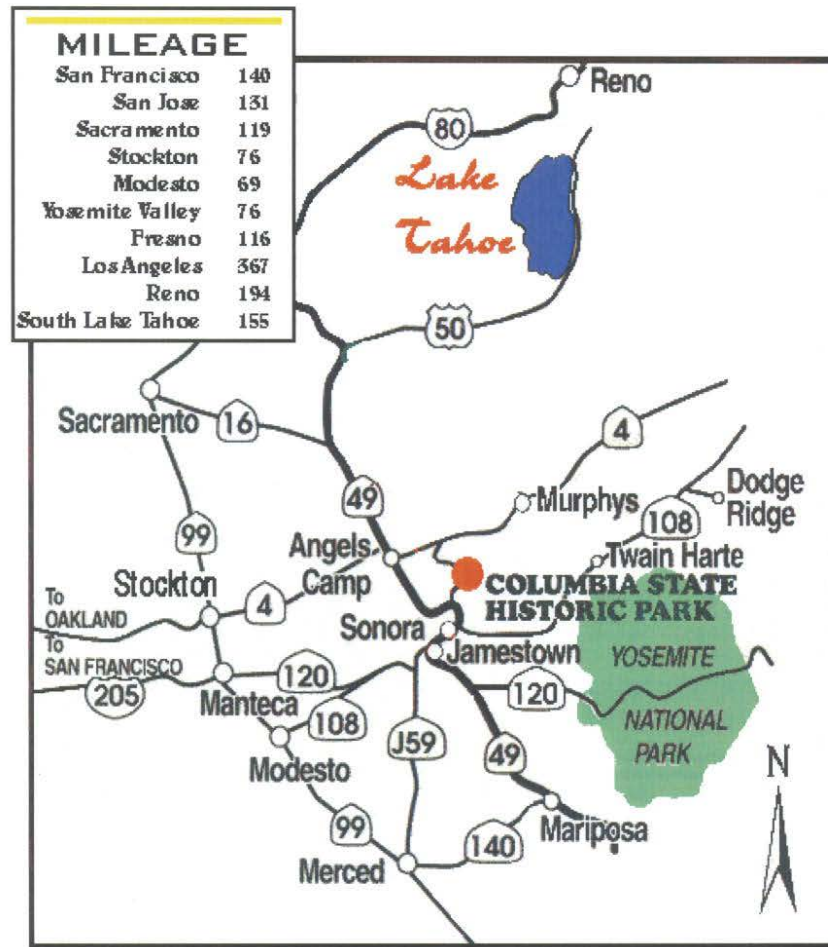
Approved as to legal sufficiency
in accordance with the requirements
of Sections 5080.02-5080.21 of the
Public Resources Code.

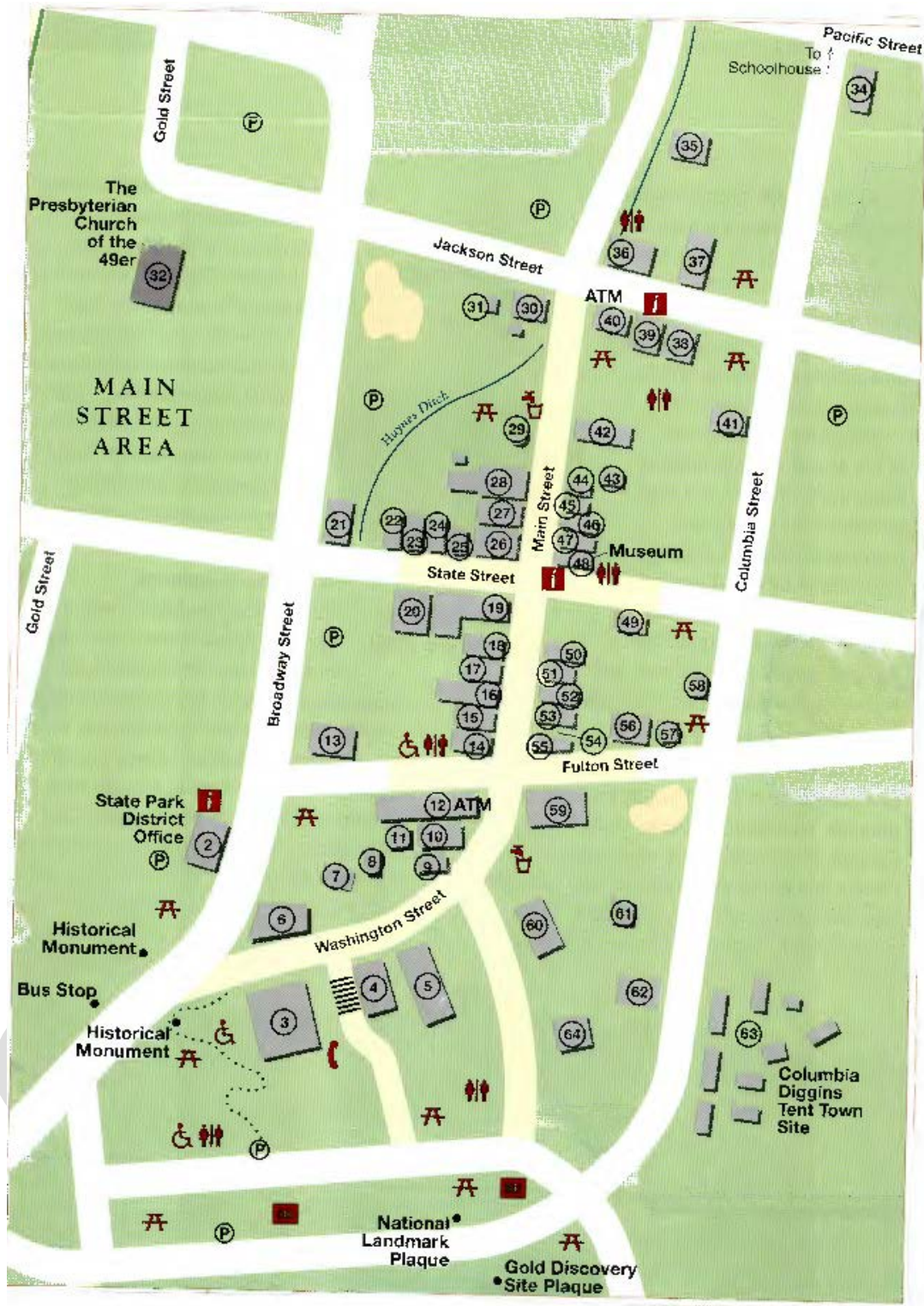
**KAMALA D. HARRIS, Attorney General
of the State of California**

By: _____
Deputy Attorney General

Dated: _____

EXHIBIT A – THE PREMISES





#40 – Columbia Mercantile Grocery and General Store, 11245 Jackson St., Columbia

EXHIBIT A

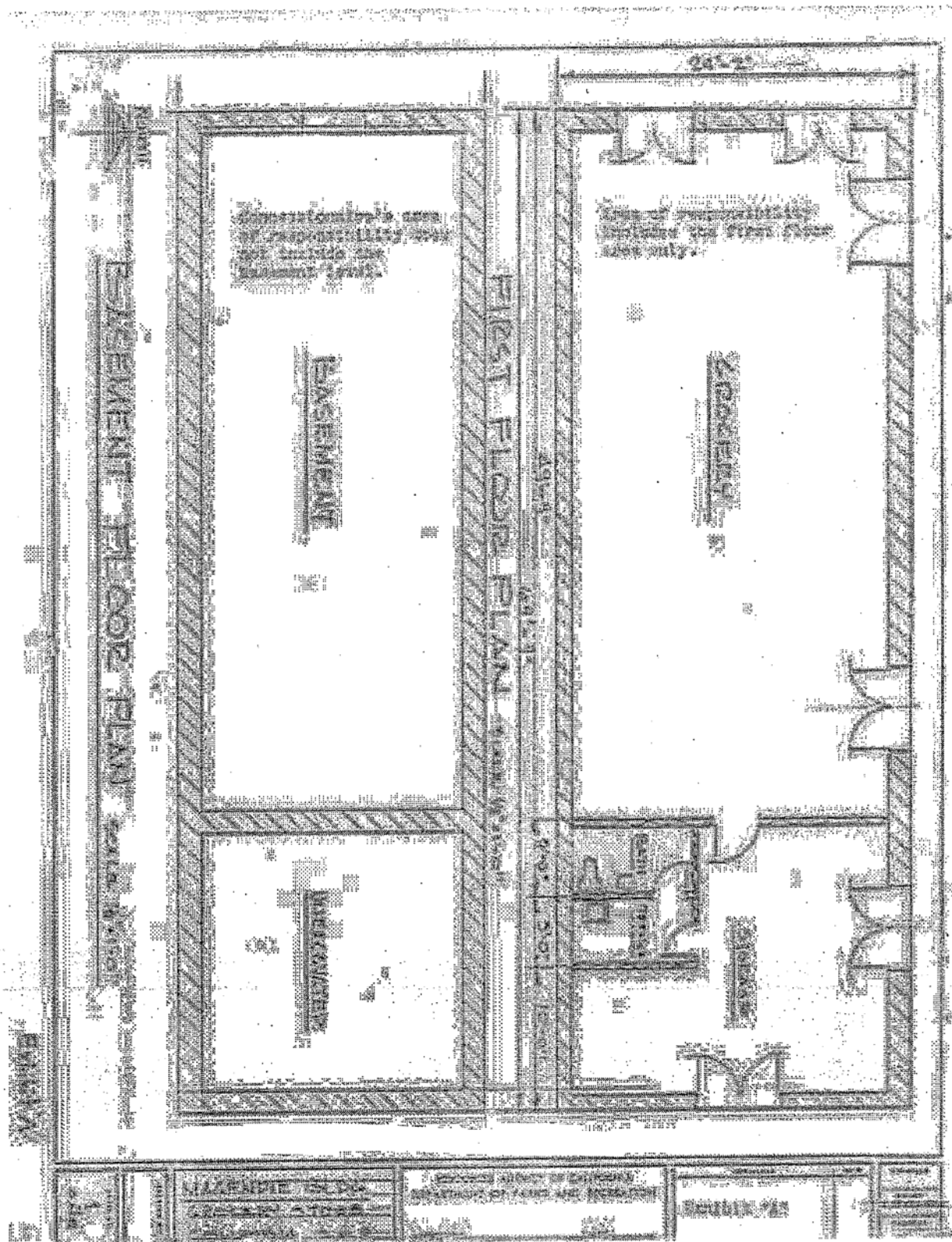


EXHIBIT B - CONSUMER PRICE INDEX ADJUSTMENT FORMULA

Consumer Price Index (CPI) adjustments applied to the \$\$\$ Minimum Annual Rent shall be based on changes in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for "All Urban Consumers, San Francisco All Items, (1982-84=100)." Calculations shall employ the following formula:

"Base Index" = CPI Index published for the month preceding the commencement date of this Contract*. *If first year of CPI adjustment is beyond second year of Contract then the "Base Index" shall be the month preceding the commencement date of the Contract Year immediately preceding the year to be adjusted.*

"Base Rent" = Minimum \$\$\$ rent during the first Contract Year*. *If there is a break of more than a year between CPI adjustments, i.e., five years following a CPI adjustment in sixth year (actually 11th contract year), then the "Base Rent" shall be the amount of the last adjusted rent.*

"Year End Index" = CPI Index for the month preceding the start of the subject Contract Year.

* On continuous CPI Adjustments beginning with second year "Base Index" will always be CPI Index published for the month preceding the commencement date of Contract and "Base Rent" will always be Minimum \$\$\$ rent of the first Contract Year.

"Year End Index" - "Base Index"

Step #1:	"Base Index"	=	% Change
Step #2:	% Change x Base Rent	=	Adjustment
Step #3:	Base Rent + Adjustment	=	New Rent

EXHIBIT C – DPR 54, CONCESSIONAIRE'S MONTHLY REPORT OF OPERATIONState of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION**

FOR THE MONTH OF _____, YEAR _____

(Instructions on reverse.)

FOR DEPARTMENT COMPLETION	
DISTRICT NO.	PARK UNIT NO.
ROC DOCUMENT NO.	

NAME OF CONCESSION					
ADDRESS			CITY/STATE/ZIP CODE		
DISTRICT			PARK UNIT		
TYPE OF RECEIPT	GROSS RECEIPTS	NUMBER OF UNITS (WHERE APPLICABLE)	CUMULATIVE GROSS TO DATE (CONTRACT YEAR)	PERCENT RATE OR AMOUNT PER UNIT DUE STATE	AMOUNT DUE TO STATE
FOOD & NONALCOHOLIC BEVERAGES					
ALCOHOLIC BEVERAGES					
MERCHANDISE					
EQUIPMENT RENTALS					
PAY SHOWERS					
VENDING MACHINES (SEE REVERSE)					
SUBTOTALS					
				ADJUSTMENTS (EXPLAIN REASON ON REVERSE)	
				TOTAL DUE (EXPLAIN REASON ON REVERSE)	
MAINTENANCE FEES (COMPLETE THIS SECTION IF APPLICABLE)					
THIS MONTH'S MAINTENANCE FEE ALLOCATION _____ % x Monthly Gross Revenue = \$			CUMULATIVE MAINTENANCE FEE ALLOCATION YEAR TO DATE _____ % x Cumulative Gross Revenue = \$		
AMOUNT SPENT ON ELIGIBLE MAINTENANCE THIS MONTH \$			CUMULATIVE AMOUNT EXPENDED ON ELIGIBLE MAINTENANCE YEAR TO DATE \$		
SEASONAL CONCESSIONS (COMPLETE THIS SECTION IF APPLICABLE)		EXACT DATE YOU CEASED OPERATIONS		DATE YOU EXPECT TO RESUME OPERATIONS	
DECLARATION					
I declare under penalty of perjury that the information on this form is accurate and complete to the best of my knowledge.					
CONCESSIONAIRE'S SIGNATURE		PRINTED NAME		DATE	
TITLE/POSITION				PHONE NO.	

EXHIBIT C – *continued***DPR 54 COMPLETION INSTRUCTIONS**

1. Provide the month and year of operation for which this report is being prepared.
2. Provide full name of the concession and the name and address of the concessionaire, including city, state and zip code.
3. Include all revenue for the month for each appropriate category. For "Vending Machine" revenue, please include the following sources:
 - Ice machines
 - Newspaper vending machines
 - Map and brochure vending machines
 - Grab boxes
 - Firewood dispensers
 - Air compressors
 - Washing machines and dryersDo not include the following sources as "Vending Machine" revenue:
 - Park UR Self machines
 - Pay showers
 - Iron rangers
4. Types of revenue that might be recorded on a "per unit" basis include:
 - Petroleum products (per gallon)
 - Group tours (per adult or children's ticket)
5. Complete the "Maintenance Fees" and "Seasonal Concessions" sections of the form if your concession contract requires a maintenance fee allocation and/or if your concession operates on a seasonal basis.
6. Sign and date the form and provide the preparer's title and telephone number.

COMMENTS/EXPLANATIONS:

EXHIBIT D – CONCESSIONAIRE’S OPERATION PLAN

SAMPLE

EXHIBIT E – CONCESSIONAIRE’S FACILITY IMPROVEMENT PLAN

SAMPLE

EXHIBIT F – CONCESSIONAIRE’S INTERPRETIVE PLAN

SAMPLE

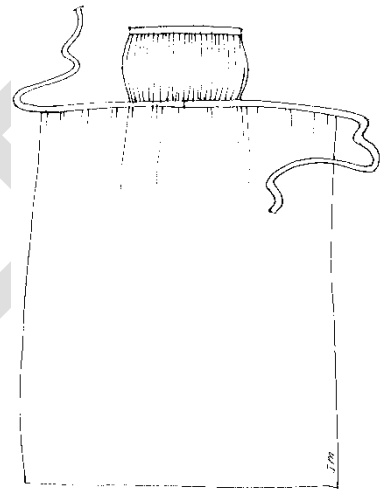
EXHIBIT G - MINIMUM COSTUMING REQUIREMENTS

The Concessionaire and employee's dress, for women and men, shall be in accordance with the information and pictures in this exhibit and as appropriate for a Specialty Retail Concession.

- **Women shall wear a "pinner" apron over their dress at all times.**
- **Women's long hair will be worn up or off the shoulder. Short hair should be worn to give the appearance of long hair, i.e., with a bonnet, cap or pinned up.**
- **For both men and women, shoes are to be dark, laced or buttoned. No exercise shoes or sandals.**
- **No modern watches or timepieces.**
- **For men, no blue jeans or string ties.**

The Working Female Merchant

In the nineteenth century, women were advised that "the aim of the gentle sex should be simplicity and taste" and "modesty in dress and behavior add more charm to women than the rustle of silk or the glitter of gold." Unnecessary display of wealth was considered coarse or vulgar. A woman's stature in the community was more likely to be shown by the quality of the materials and the cut of her clothing. Understated elegance was more preferable than several pieces of jewelry and glaring colors. This was the Victorian era, where legs were "limbs" and ladies did not speak of any ailment that occurred between their necks and their ankles. Low-necked dresses or short sleeves were not worn during the daylight hours. Such styles were strictly for balls or other special occasions, and a woman was not a lady if she displayed herself in such a manner on the public streets. Women always wore their hair up off of their shoulders and they wore a bonnet while out in the sun to protect her neck and face. If she was doing housework, gardening, or some such strenuous activity, it was acceptable for a woman to roll her sleeves up to the elbows, undo the top button at her throat, and wear one less petticoat. An apron was an important part of everyday clothing. The most common was tied around the waist and could be any length from knee to floor. A less common apron, called a pinner, had a bib on the front that was pinned to the upper part of the bodice. Footwear for women was the high-top boot. The boot came to just above the ankle and was either laced or buttoned in front or on the side. Heels were up to one-half inch thick, and often lower. Stockings were of solid colors or striped horizontally. Spectacles for women were the same as for men (see Spectacles on page 58).



ISABELLA'S
WORKDRESS



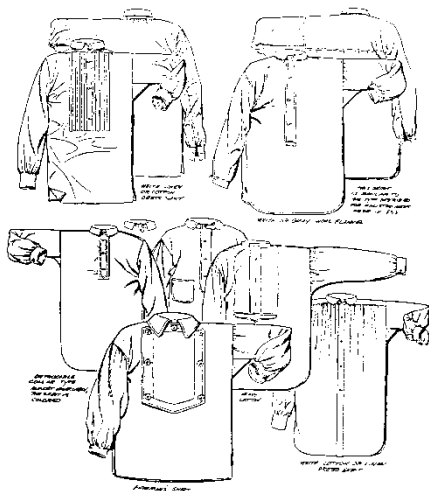


Examples of patterns can be found at www.pastpatterns.com



The Working Male Merchant

Hats and Caps: If we can assume that a man in business wished to project the image of success, then we can dress him in a way which enables him to stand out among the rustics. The most impressive piece of mid-19th century headgear deemed appropriate for this message was the tall hat or as we know it the top hat. In the early 1850's it was an impressive 7"-8" tall and most strikingly covered with silk plush, imitating beaver, usually in black. The form was also crafted in felt or straw. The previously described wheel cap and felt hats would have had their place but more likely as casual wear to the informed and fairly fashionable businessman.



Dress Shirt: An 1850's dress shirt, in many ways, shared its form with its rude brother the work shirt, long in the body, loose fitted, drop shouldered etc. Its distinction came not from its form but its finish, crafted of fine or coarse cotton with fine cotton or linen bosom, collar and cuffs. The shirts' relative loose fit and style only vaguely relates to its modern fitted counterpart. The typical shirt would have a pleated bosom and detachable collar. The collar would not be as high as the earlier paracide but would still have a wide opening

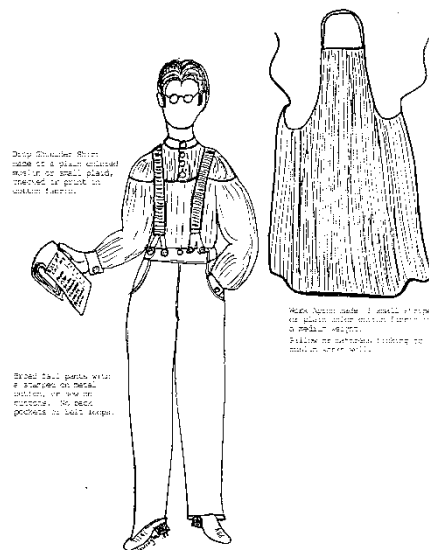
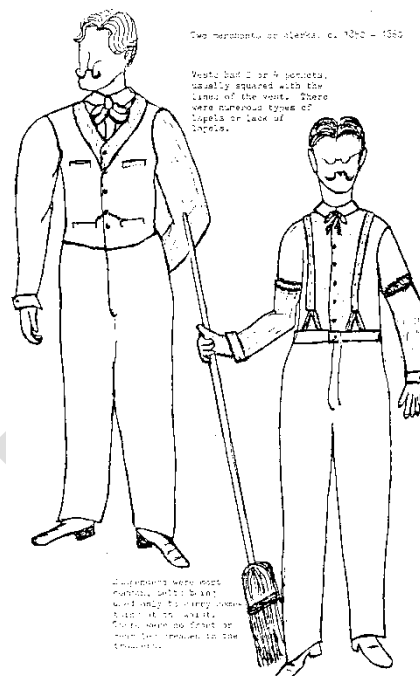
in the front. Collars could be worn up or turned down over the neckwear.

Neckwear: Neckwear styles and fabric choices varied but we can narrow the varieties to one, which based on photo-evidence, predominated daywear. The black silk cravat was a triangle of starched fabric that upon being folded could then be tied in numerous fashionable knots. Even working miners are seen in outdoor scenes with cravats tied over their miner's over shirts.

Vests: There were several popular styles in our period and by far the vest was the most expressive part of a man's costume. In general they were long enough to cover the pants waistband and sometimes employed a hidden tab to button to the pant front. The design of the revers (lapels) varied from long to short, wide to narrow, notched, or shawl. The fronts were generally padded and sometimes darted to achieve the fashionably rounded chest. In some, the padding was removable to facilitate cleaning. Fabric choices could be quite varied with patterned silk brocades, cut velvets in plaids or florals, plain silk satin or velvet and fancy Marseilles cotton predominating.

Trousers: The business trouser of the time followed the same form as the miner's with the exception of fit and fabric. A deviation known as the Cossack had its fullness pleated into the waistband and narrowed to the ankle. The fly-front was well established but the narrow fall-front survived even in fashion plates as late as 1851 (Plate 10) and most certainly beyond. In order to update an 1830's-40's small fall, you should narrow the waistband and belt the back. For fabric choices, stripes, checks, solids, mixes and plaids were very popular. Lighter colors and materials like cotton and linen would be worn in the summer.

Coat: The Frock Coat was apparently the most popular style although the less fitted sack coat and paletot had gained popularity. For the Frock of the 1850's, fashion dictated a small waist, short flared skirt and early in the decade, tight form fitting sleeves. Revers and collars were generally wide and the later was sometimes covered in velvet. The ideal masculine form was a rounded chest, small waist and rounded hips, all achieved through careful cutting and padding of the chest and hip areas. Fabrics were generally tightly woven woolens. Dark blue and black were common although brown, claret and various greens (olive and bottle) had their day. Lighter colors and fabrics would appear during the warm seasons.

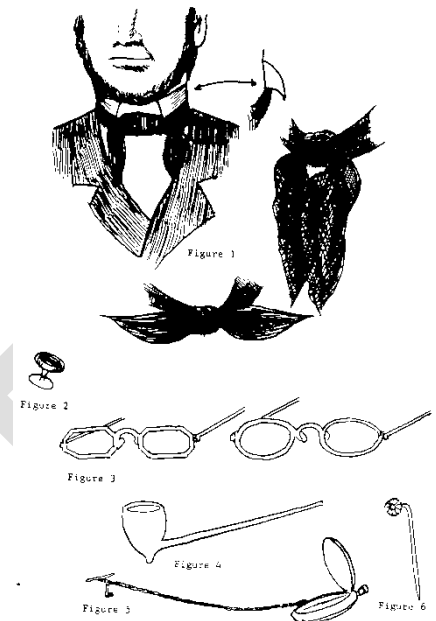


Underwear: Same as a miner.

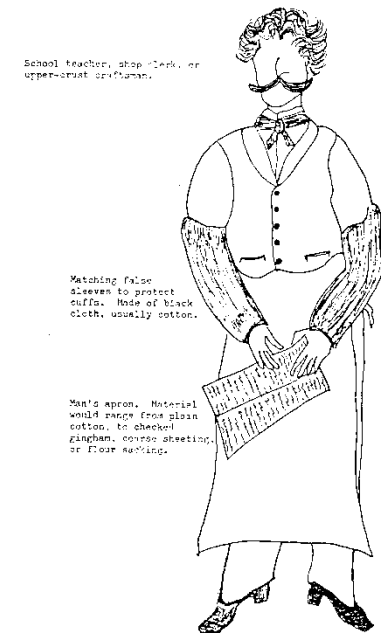
Shoes: Brogan or dressier styles in fine leather.

Suspenders: Same as a miner although nicer versions were faced with silk.

Spectacles: Unlike we people of the late 20th century, our ancestors of the mid-19th century considered good vision a privilege and not a right. Most people accepted not being able to see distances and used spectacles for reading only. This creates a small dilemma. The period frames illustrated here tend to have very small lenses and a loose fitting nose bridge. These features lend themselves to looking down at a book, but will take some getting used to for the modern myopic. Frame styles of the time were made from blued steel, brass, nickel, silver or gold with small rounded rectangular, octagonal, or oval lenses. The temple pieces (sides) were either a straight wire, sliding sections (telescopic) or turn-pin style with two shorter wires joined with a rivet. These wires terminated on all styles with a small, open or closed, teardrop paddle.



Hair and Beard: After looking at the photographic record one might assume that men styled their faces in as many varied fashions as anything else. Certain styles (such as shorter hair and a clean face or longer hair and a full beard) are routinely seen but no single look predominates. In general, the hair was worn from short (collar length) to long (shoulder length), the middles range being typical. Universally parted on the side and sometimes combed down over the ears and puffs known as "Dog's Ears". Beard styles included the Trencher or Dish (a narrow beard running from side burn, under the jaw line and chin). Goatee, Goatee and mustache connected, side whiskers (sideburns) long to the jaw line and under) and side whiskers with small moustache. One particular beard ran under or at the jaw line, never connecting the side burns and about 1/2 way over the chin. Moustaches are only occasionally seen by themselves and the "long" full beard seems to appear later on the old worn down miners.



The Merchant's costuming information is an excerpt from "The Miner and the Merchant" manual and provided with the permission of the author Jim Miller.

EXHIBIT H – MAINTENANCE SCHEDULE

Maintenance cost responsibilities of the Concessionaire includes, but is not limited to the following:

Annually:

1. Seal/Refinish wood floor in sales area.
2. Touch-up paint on doors and jams inside and out, and exterior signs as needed.
3. Perform annual inspection and maintenance of heating and cooling system(s).
4. Perform annual Pest Inspections.
5. Maintain landscape.

3-Year Interval:

1. Seal/Refinish wood floor throughout entire building.

Regular Maintenance:

1. All maintenance, repair and/or replacement of interior and exterior wood doors, windows (includes replacement of glass), stairs, porches, shutters, fences, railings, fixtures, storage and/or garbage enclosures, and interior walls, ceilings and floors.
2. All maintenance repair and/or replacement of component parts of utility systems including water distribution and sanitary waste systems within the building and its walls, and including everything on the building side of the electrical meter or main panel if not metered at the building, and all interior and exterior electrical fixtures.
3. All maintenance, repair and replacement of equipment in or attached to the building or their walls which is installed for comfortable and safe occupancy including annual maintenance of heating and cooling systems. Such equipment also includes but is not limited to, furnaces, space heaters, wood stoves, water heaters, air coolers or conditioners, ventilators, security systems, etc.
4. Repair to, or removal of any surface vandalism or graffiti to the exterior of the building and removal/repair within 72 hours of discovery. If there is concern that such repair or removal may cause damage to the historic fabric of the building,

Concessionaire shall first consult with the State's Representative prior to removing vandalism.

5. Keep the perimeter of historic building free of vegetation by two (2) feet or more and watering shall also be kept at least two (2) feet away from walls and foundations.

6. Conservation of On-loan State objects to include the maintenance of them in a condition equal to that at the time of loan. Conservation efforts shall not be performed without prior written approval of the State.

Important Note:

All maintenance projects listed above at 3-Year and 5-Year Intervals are to be pre-approved by the State. Any additional maintenance projects not listed above that the concessionaire wants to accomplish through the Contract term shall also be pre-approved by the State. There may be additional Project Evaluation Form ("PEF") submittals that may be required so concessionaire must allow adequate time for project review. Concessionaire shall submit a written proposal package (Concession Maintenance Project Proposal Form) to the Sector Superintendent for prior written approval.

All approved projects shall be performed by licensed California contractors, except with prior written authorization of the Sector Superintendent, with work meeting or exceeding all applicable codes and regulations. All work on electrical systems, fire protection systems, or gas-fired heating systems shall be performed by a California licensed contractor. Projects and work sites are subject to on-site inspection and review by the State.

The concession Premises are designated as a National Historic Landmark property and shall be maintained in accordance with all applicable laws pertaining to historic structures and their preservation including but not limited to Public Resources Code Sections 5024 and 5024.5 and the Secretary of the Interior Standards for the Treatment of Historic Properties. No alterations, modifications, demolition, or construction may be commenced without prior written approval from State.

EXHIBIT I – SECRETARY OF THE INTERIOR’S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

CHAPTER I--NATIONAL PARK SERVICE, DEPARTMENT OF THE INTERIOR PART 68--THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Sec. 68.3 Standards.

One set of standards--preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, and the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) Preservation.

(1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) Rehabilitation.

(1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

(10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(c) Restoration.

(1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

(2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

(6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

(7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not

be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) Reconstruction.

(1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary recreation.

(6) Designs that were never executed historically will not be constructed.

[Code of Federal Regulations]

[Title 36, Volume 1]

[Revised as of July 1, 2002]

EXHIBIT J – CONCESSION MAINTENANCE PROJECT PROPOSAL**CONCESSION MAINTENANCE PROJECT PROPOSAL**

Date: _____ Contract Month & Year: _____

Concession Name: _____

Concessionaire's Name: _____

Maintenance Category: (Please check all that may be appropriate.)

_____ Exterior Painting	_____ Interior Painting	_____ Carpentry	_____ Masonry
_____ Electrical	_____ Plumbing	_____ Roofing	_____ HVAC
_____ Landscaping	_____ Termite Extermination	_____ Need DPR Assistance	_____ Other

Explain Other: _____

Maintenance Project Description: _____

Proposed Start Date: _____ Estimated Cost \$ _____

(Do Not Write Below - DPR Personnel Use Only)

DPR Conditional Approval (Please write "N/A" if not applicable.) Needs Plans? (Underline One) Yes No

Park Maintenance Chief's Signature of Approval _____

Superintendent's Signature of Approval _____

Dated: _____

Dated: _____

Proposal Denied: _____ Reason for Denial: _____

Park Maintenance Chief's Signature of Denial _____

Superintendent's Signature of Denial _____

Dated: _____

Dated: _____

PEST CONTROL RECOMMENDATION

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

DPR 191 (Rev. 1/97) (Front) (Excel. Rev. 4/14/98)

EXHIBIT L – COLUMBIA SHP SIGN POLICY & REQUEST PROCESS

State of California • Natural Resources Agency

Edmund G. Brown Jr., *Governor*

DEPARTMENT OF PARKS AND RECREATION
Central Valley District, Calaveras Sector
11255 Jackson Street • Columbia, CA 95310
209/536-2917 • Fax 209/532-5064

Major General Anthony L. Jackson, USMC (Ret), *Director*

Part of the mission of California State Parks is to interpret Columbia as a Gold Rush community, representative of the Mother Lode for the period 1850 – 1870. Recognizing that signs are highly visible and necessary to the business community, all signs shall complement or be historically compatible with Columbia's historic setting. To this end, Columbia's concession contracts require that business interior and exterior furnishings depict as nearly as possible, the community that existed during the historic period.

The following procedure(s) shall be followed when requesting signs, and/or handbills or posters for special events.

- Any new sign or modification to an existing sign, apart from simple maintenance, must be approved in advance by the Calaveras District Superintendent.
- Paper signs are generally not acceptable on other than a temporary emergency basis. All handwritten, hand-lettered and non-professional signs fall within this category. Signs should reflect a historic and professional quality in content, style, lettering, and color from Columbia's interpretive period.
- Posters, handbills, and informational fliers are generally not appropriate for exterior or window display. The Park currently provides two bulletin boards (one on Main Street and one adjacent to the Post Office) for this type of material.

The Concessionaires shall provide documentation with each request. Photographic documentation for signs, handbills and fliers may be found in the Columbia State Park Archives, the Tuolumne County Museum and History Center, the California State Library, or State Archives. A request for volunteer research services of Columbia's Archives may be made by contacting the District Office at least two weeks in advance. Another source for sign formats including lettering and layout is available from the publication "A Guideline For Signs. Old Sacramento Historic District". This publication is available for \$7.00 from Old Sacramento Management, 1111 2nd Street, Suite 300, Sacramento, California 95814, telephone (916) 264-7031, or the book may be borrowed on a short-term basis from the Calaveras District office.

To request a new sign, or to modify an existing one, the following information must be provided to the State Park office.

Information required with a Sign, Poster, Handbill Request:

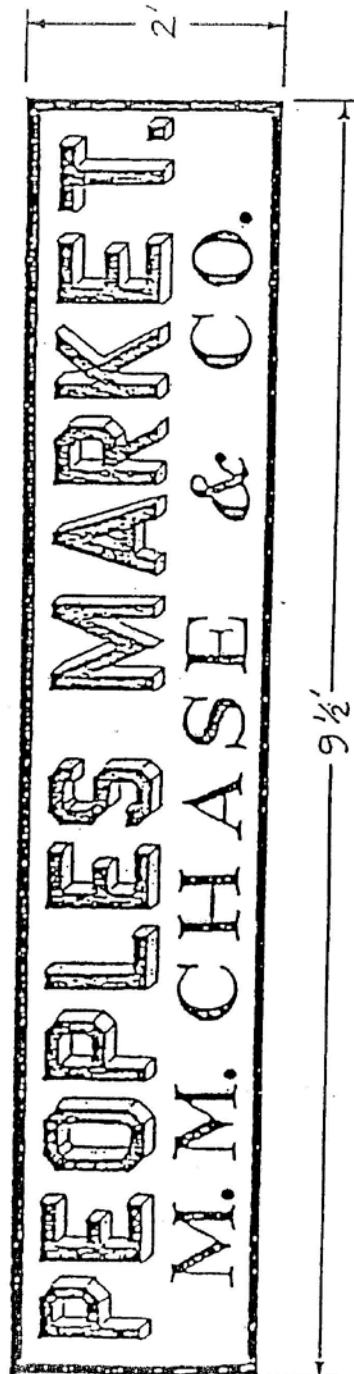
1. All plans shall be submitted on a sheet of paper at least 8 1/2" X 11", or larger, and indicate the following:
 - a. The word "Sign Proposal" written directly at the top
 - b. Name and Address of consultant or submitter
 - c. Date of Submittal
 - d. Type of Sign (entrance, directional, safety, merchandise, address, etc.)
 - e. Include the shape, size, design, layout, historic typeface, graphics, color, and construction detail.
 - f. Include all colors to be represented on sign including the frame, posts, background lettering and any other graphics proposed.
 - g. Retain a space of at least 1" X 3" for an approval block.
4. Attach references/documentation supporting the sign requested (may be a copy of a photograph of the historic building with sign, or a photograph of a historic building with a like business and sign.) Construction and design may be supported by information from "A Guideline for Signs".
5. On the plan (if there is room) or on an attached sheet, indicate why you believe the sign is necessary.
6. Dependent upon request, State approval may take from 10 to 30 days.
7. Do not contract for sign construction until a State Approved request has been received.

***A "sample" sign request is attached.**

PEOPLES MARKET
M.M. CHASE & CO.
EL DORADO BLDG.
921 "2nd" St.
OLD SACRAMENTO

AUGUST 5, 1976

• Name of business
• Name of owner
• Street address of the business



• Large scale drawing of sign with dimensions

• Sample color chips

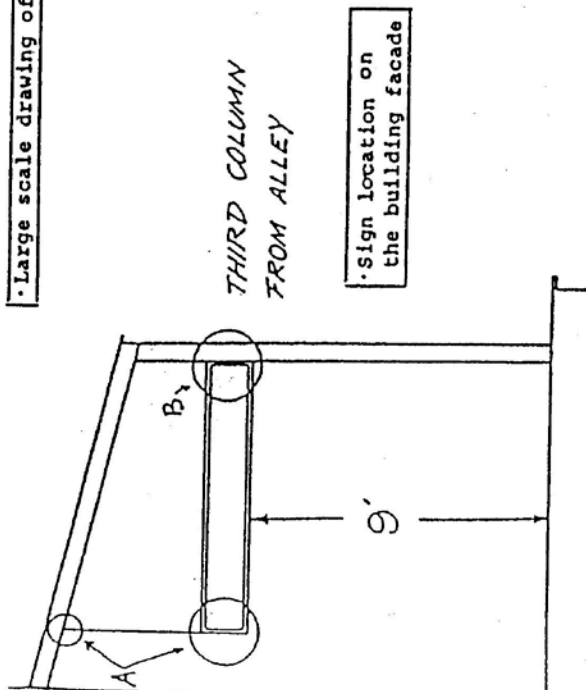
COLORS: (Paint brand name)

BACKGROUND: #64331

LETTERING: #68764

SHADOW IN LETTERING: #75373

FRAME: ULTRA BLACK



• Sign location on the building facade

EXHIBIT M – DPR 928, MUSEUM COLLECTIONS LOAN AGREEMENT

CALIFORNIA STATE PARKS

MUSEUM COLLECTIONSState of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**Loan Agreement**

- OL -

Activity Number _____

Number of Attachments _____

OUTGOING

Borrowing Institution _____

Authorized Agent and Title _____

Phone/FAX _____

Address _____

City - State - Zip Code _____

Purpose of Loan _____

Period of Loan _____

Description of Objects (with catalog numbers): _____

Owner's Valuation: _____

I have read and agree to the conditions listed on the reverse of this document and any attachments to it.

Agent's Signature _____

Agent's Name _____

Date _____

▼ Approval by California Department of Parks and Recreation

Museum Curator's Signature _____

Museum Curator's Name _____

Date _____

Superintendent's Signature _____

Superintendent's Name _____

Date _____

Deputy Director of Park Stewardship's or Designee's Signature ☐ Not Applicable

Deputy Director of Park Stewardship's or Designee's Name _____ Date _____

DPR 928 (Rev. 4/99) (Front) (Excel 4/23/1999)

Distribution:

☐ Park Files☐ Statewide Records☐ Borrower

LOAN AGREEMENT -- OUTGOING

Conditions Governing the Loan of Objects by the California Department of Parks and Recreation

Care of Loaned Objects

Borrower shall provide a safe and stable environment for the loaned objects and shall return them in the same condition as they were lent.

In the event of any damage, soiling, or inordinate wear resulting from this loan, the borrower agrees to pay all costs required to restore the objects to as good a condition as when they left the custody of the lender, the California Department of Parks and Recreation (hereinafter referred to as DPR).

Borrower shall not effect repairs, cleaning, or other conservation or restoration treatments without express written permission from DPR.

Borrower shall notify DPR within forty-eight (48) hours after discovery of loss of or damage to the loaned objects.

Borrower shall not remove or alter any registration numbers, museum labels, or specimen tags from the loaned objects, or make alterations of any kind to the objects without prior permission of DPR.

Use of Loaned Objects

Borrower may examine and/or display loaned objects. Any other use of the loaned objects and/or any intellectual property rights associated with them require prior written approval by DPR.

Borrower shall not transfer, license, assign, sell, pledge, mortgage, or part with the possession of the loaned objects or any intellectual property rights associated with the objects.

Borrower shall give credit for the loan as follows: _____

Release from Liability

Borrower waives all claims and recourses against DPR, its employees, agents, and contractors for loss or damage to persons or property arising from, growing out of, related to, or in any way connected with or incident to this agreement.

Borrower shall defend, indemnify and save harmless DPR, its employees, agents, and contractors from all liability, loss, cost, or obligation on account of or arising out of any injury to person or persons or property of any kind, from any cause or causes whatsoever in any way connected with the borrower's use of the loaned objects, including acceptance and re-delivery thereof.

Termination of Loan

Both the borrower and DPR may cancel this loan prior to the period stated in this agreement by providing thirty (30) days written notice to the other party.

Borrower shall coordinate with DPR to insure the safe return of the loaned objects at the conclusion of the loan, and to obtain approval of packing and transportation methods.

DPR reserves the right to inspect and audit loaned objects. The loaned objects may be withdrawn without prior written notice if DPR determines that the conditions of this agreement are not being met or the objects are otherwise in jeopardy.

Other Loan Agreement Forms

In case of any difference between this agreement and the loan agreement forms of the borrower, which DPR may complete upon request, the conditions of this document will control.

EXHIBIT N - LICENSE/PERMISSION FOR USE OF TRADEMARKS**LICENSE/PERMISSION FOR USE OF TRADEMARKS**State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

REQUESTER NAME

_____ hereafter called the "Licensee."

Subject to the terms and conditions of this Agreement, the California Department of Parks and Recreation ("State Parks") grants permission to use certain trademarks (the "Mark(s)"), created and owned by State Parks in accordance with the terms and conditions of this License, identified as follows:

The State Park Logo Registration No. 2437051

See <http://search.parks.ca.gov/pages/321/files/BrandHandbookJanuary2007.pdf>, incorporated herein, for additional provisions regarding use of the Mark, including specifications, registration, and logo usage guidelines.

State Parks hereby grants to the Licensee the non-exclusive, non-transferable, non-sublicenseable right and license to use the Mark pursuant to the terms and conditions of this license from and including XXX through XXX, intended to match and run concurrent with Licensee's Concession Contract with State Parks.

This license shall authorize the use of the Mark and associated goodwill, in connection with only the following:

Any additional use shall require written permission and/or the payment of fees. This permission is non-transferable and non-sublicenseable. This is not an exclusive privilege to the user, and State Parks reserves the right to make the Mark available to others.

Licensee shall not modify or alter the Mark in any way without prior written approval from State Parks.

All uses of the Mark must be accompanied by the trademark registration symbol (®) unless it is infeasible from a design standpoint.

IN NO EVENT SHALL STATE PARKS BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. STATE PARKS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PERMISSION TO USE THE MARK IS GRANTED "AS IS."

Licensee agrees to indemnify, protect, hold harmless, and defend State Parks from and against any liability that might arise from any and all use of the Mark by Licensee, its licensees, successors or assigns.

Goodwill and Quality Control

A. Licensee recognizes the great value and goodwill associated with the Mark and acknowledges that such goodwill belongs to State Parks. Licensee further acknowledges that the Mark has acquired a secondary meaning among the public. Licensee agrees not to take any action that could be detrimental to the goodwill associated with the Mark or to State Parks.

B. Before Licensee uses the Mark on any materials, it shall send a copy of each representative item showing the proposed use to, and obtain written approval from, State Parks. State Parks shall not unreasonably withhold or delay such approval.

Third Party Infringement

State Parks, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Mark(s) by a third party. State Parks shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to State Parks.

The provisions above constitute page 1 of 2 of this agreement. Page 2 must be initialed by both parties for this agreement to be valid.

AGREED AND ACCEPTED

State of California Department of Parks and Recreation		LICENSEE	
BY ▷	DATE	BY ▷	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE	DISTRICT/SECTION	ADDRESS	
PHONE NO.	EMAIL	PHONE NO.	EMAIL

03/2005

LICENSE/PERMISSION FOR USE OF TRADEMARKS

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

The provisions below constitute page 2 of 2 of this agreement. This page must be initialed by both parties for this agreement to be valid.

Ownership Rights

Licensee acknowledges State Park's exclusive right, titles and interest in and to the Mark. Licensee further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of State Parks in and to the intellectual property or the validity of this License. Licensee's use of the Mark shall inure to the benefit of State Parks. If Licensee acquires any trade rights, trademarks, equities, titles, or other rights in and to the Mark, by operation of law, usage, or otherwise, Licensee shall, upon the expiration of this License, assign and transfer the same to State Parks without any consideration other than the consideration of the License.

All rights not specifically transferred by this License are reserved to State Parks.

Termination

A. State Parks shall have the right to terminate the License without cause upon sixty (60) days notice if the Licensee's Concession Contract with State Parks is terminated, whereupon all rights granted herein shall revert immediately to State Parks.

B. Upon early termination by State Parks or by expiration of the License, the License shall terminate, Licensee's rights shall cease immediately and Licensee shall discontinue all use of the Mark(s) and/or other licensed property at once. Licensee shall dispose of all goods, works and materials bearing or relating to the Mark in accordance with State Park's instructions and consistent with the terms and conditions of the Concession Contract.

No Partnership or Agency Created

Nothing herein shall be construed to constitute the parties hereto as partners or joint venturers, nor shall any similar relationship be deemed to exist between them. Further, nothing in this License shall make one party the agent of the other, and neither party has power or authority to bind the other.

Applicable Law

This License shall be construed in accordance with the laws of the State of California; Licensee consents to jurisdiction of the courts of Sacramento, California.

Integration

This License, the Brand Standards Handbook, and the Concession Contract referenced herein, constitute the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties hereto. This License shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

Notices

All notices and reports to be sent to State Parks shall be in writing and shall be mailed or delivered to California Department of Parks and Recreation, Concessions Division, PO Box 942896, Sacramento CA 94296-0001. All notices to be sent to Licensee shall be mailed or delivered to the address specified on the first page of the License form. All notices and reports shall be deemed delivered immediately upon personal delivery, or, if mailed, three (3) days after being deposited in the United States mail system, postage prepaid, first class mail, and properly addressed. State Parks and Licensee shall provide notice to the other of any change in address.

Modifications

This License may not be modified except by a written instrument, signed by both parties, making specific reference to this License by date, parties and subject matter.

Severability

The invalidity or unenforceability of any provision of this License, or the invalidity or unenforceability of any provision of this License as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any of the other provisions of this License or any other applications of such provisions, as the case may be.

Attorneys Fees

If litigation becomes necessary to secure compliance with the terms and conditions of this License, to recover damages and/or to terminate the License, the prevailing party in any legal action shall be entitled to recover reasonable attorney fees and expenses incurred.

AGREED AND ACCEPTED

LICENSOR'S INITIALS

DATE

LICENSEE'S INITIALS

DATE

▷

▷

EXHIBIT O – COLUMBIA SHP CONCESSION MODIFICATION REQUEST

Columbia State Historic Park
Concession Modification Request

Date of Request:_____ **Concession Name:** _____

Concessionaire Requesting Work: _____

Address:_____

Day Time Phone Number:_____

Description of Proposed Modification: *(Attached or write short narrative here)*

Detailed List of Materials to be Used: *(Attach or write short narrative here)*

Drawing Included: ____ Yes ____ No

Photographs Included: ____ Yes ____ No

Work to be Completed by: () Concessionaire () Licensed Contractor _____
(Name)

Park Use Only

PEF Required: ____ Yes ____ No

Park Maintenance Supervisor:_____ **Date Reviewed:**

Recommendation: ____ Approved ____ Denied **If denied, please provide brief explanation:**

Concession Modification Request *continued***Park Maintenance Chief:** _____ **Date Reviewed:** _____**Recommendation:** ☐ **Approved** ☐ **Denied** **If denied, please provide brief explanation:****Concession Specialist:** _____ **Date Reviewed:** _____**Recommendation:** ☐ **Approved** ☐ **Denied** **If denied, please provide brief explanation:****Interpretive Specialist:** _____ **Date Reviewed:** _____**Recommendation:** ☐ **Approved** ☐ **Denied** **If denied, please provide brief explanation:****Cultural/Natural Resources:** _____ **Date Reviewed:** _____**Recommendation:** ☐ **Approved** ☐ **Denied** **If denied, please provide brief explanation:****Calaveras Sector Superintendent:** _____ **Date Reviewed:** _____**Recommendation:** ☐ **Approved** ☐ **Denied** **If denied, please provide brief explanation:**

EXHIBIT P – DRUG FREE WORKPLACE CERTIFICATION


STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 12/93) (CAST PKS, EXCEL 4/9/1999)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

⁴At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT Q – DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

To complete e-form:

1) Tab to each block and enter information.

2) Click with mouse in blank text entry areas and

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD
	From: _____ To: _____

A. CASH FLOW STATEMENT**GROSS SALES/RECEIPTS**

		\$ _____
Less Returned Sales and Allowances	\$ _____	
Less Sales Taxes	_____	
Net Sales for Period		\$ _____
Cost of Goods Sold:		
Inventory at Beginning of Period	\$ _____	
Add Purchases During Period	_____	
Merchandise Available for Sale	_____	
Less Inventory at Close of Period	_____	
Less Cost of Goods Sold		\$ _____
GROSS PROFIT		\$ _____

LESS EXPENSES

Salaries & Wages <i>(do not include Concessionaire salaries)</i>	\$ _____
Rent to State	_____
Insurance	_____
Materials & Supplies	_____
Maintenance & Repairs	_____
Utilities <i>(including telephone)</i>	_____
Advertising	_____
Taxes & Licenses <i>(other than income & sales)</i>	_____
Legal & Accounting	_____
Travel & Transportation	_____
Interest	_____
Security	_____
Administrative Overhead	_____
Depreciation <i>(equipment)</i>	_____
Amortization <i>(improvements)</i>	_____
Other: _____	_____
Other: _____	_____
Other: _____	_____
Other: _____	_____

TOTAL EXPENSES \$ _____

NET PROFIT FROM OPERATIONS \$ _____
(before income taxes)

CONCESSIONAIRE FINANCIAL STATEMENT

Confidential

Page B -[illegible]

DPR 86

2

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD
	From: _____ To: _____

C. BALANCE SHEET**ASSETS****CURRENT ASSETS**

Cash \$ _____
 Accounts Receivable _____
 Merchandise Inventory _____
 Notes Receivable (Less than 1 year) _____

TOTAL CURRENT ASSETS \$ _____**NONCURRENT ASSETS**

Equipment/Property \$ _____
 Less Depreciation Reserve _____
 Net Equipment/Property Cost _____
 Prepaid Expenses _____
 Other: _____
 Other: _____

TOTAL NONCURRENT ASSETS \$ _____**TOTAL ASSETS** \$ _____**LIABILITIES****CURRENT LIABILITIES**

Accounts Payable \$ _____
 S & W Payable _____
 Short-Term Notes Payable _____
 Interest Payable _____
 Short-Term Loan Payable _____
 Other: _____
 Other: _____

TOTAL CURRENT LIABILITIES \$ _____**OTHER LIABILITIES**

Other: \$ _____
 Other: _____

TOTAL OTHER LIABILITIES \$ _____**TOTAL LIABILITIES** \$ _____**CAPITAL****OWNER'S EQUITY**

Capital \$ _____
 Less Personal Drawing \$ _____
 Net Addition \$ _____
 Stockholder's Equity \$ _____
 Other: \$ _____

TOTAL CAPITAL \$ _____**TOTAL LIABILITIES AND CAPITAL** \$ _____

When entering dollars on e-form, always enter positive amount. Built in formulas automatically subtract amounts as needed.

CONCESSIONAIRE FINANCIAL STATEMENT**Confidential**

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

D. STATEMENT OF MONTHLY GROSS SALES/RECEIPTS

Jan 20 ____ \$ _____	April 20 ____ \$ _____	July 20 ____ \$ _____	Oct 20 ____ \$ _____
Feb 20 ____ \$ _____	May 20 ____ \$ _____	Aug 20 ____ \$ _____	Nov 20 ____ \$ _____
Mar 20 ____ \$ _____	June 20 ____ \$ _____	Sept 20 ____ \$ _____	Dec 20 ____ \$ _____

TOTAL MONTHLY GROSS SALES/RECEIPTS \$ _____

If the "Total Monthly Gross Sales/Receipts" above does not match the Cash Flow Statement "Gross Sales/Receipts," please explain below.

The undersigned declares and certifies that the above statement and the attached Cash Flow Statement, Schedule of Depreciation, and Balance Sheet are correct.

AUTHORIZED SIGNATURE

DATE



PRINTED NAME OF PREPARER

EXHIBIT R – DPR 531, CONCESSION PERFORMANCE RATING**CONCESSION PERFORMANCE RATING**State of California - The Resources Agency
CALIFORNIA STATE PARKS

DISTRICT					PARK UNIT		DATE
CONCESSIONAIRE					TYPE OF CONCESSION		
CATEGORIES <i>Circle the appropriate points in each category. If category is not applicable, check not applicable (NA) box.</i>		EXCELLENT (E)	SATISFACTORY (S)	NEEDS IMPROVEMENT (NI)	NONCOMPLIANCE/ UNACCEPTABLE (NON)	COMPLIANCE (COM)	NOT APPLICABLE (NA)
COMMENTS <i>Explain items which are rated excellent, needs improvement or noncompliance/unacceptable. Make recommendations for correction for NI and NON rating. Attach additional sheets as necessary.</i>							
ACCOUNTING	RENTAL PAYMENT	8	6	2	0		
	MONTHLY DPR 54 SUBMITTAL	4	3	1	0		
	ANNUAL DPR 86 SUBMITTAL	4	3	1	0		
	MAINTAINS REGISTER JOURNAL/\$ TRAIL				0	4	
	OTHER:				0	4	
BONDS/INSURANCE	PERFORMANCE BOND				0	4	
	LIABILITY INSURANCE				0	4	
	FIRE INSURANCE				0	4	
	AUTOMOBILE INSURANCE				0	4	
	OTHER:				0	4	
CONSTRUCTION	REQUIRED IMPROVEMENTS				0	4	
	TIME SCHEDULE				0	4	
	PAYMENT BOND				0	4	
	ADA COMPLIANCE				0	4	
USE OF PREMISES	OPERATING DAYS/HOURS	4	3	1	0		
	AUTHORIZED GOODS/SERVICES	4	3	1	0		
	APPROPRIATE SIGNAGE/ADVERTISING	4	3	1	0		
	OTHER:	4	3	1	0		
QUALITY ASSURANCE	GOODS	8	6	2	0		
	SERVICES	8	6	2	0		
	PRICES (COMPETITIVE/POSTED)	4	3	1	0		
	CUSTOMER SERVICE	8	6	2	0		
	OTHER:	4	3	1	0		
TOTAL POINTS PER COLUMN PAGE 1 ONLY					0		

CATEGORIES		E	S	NI	NON	COM	NA	COMMENTS
SAFETY	FIRE SAFETY/PREVENTION	4	3	1	0			
	GAS/ELECTRIC	4	3	1	0			
	GENERAL SAFETY	4	3	1	0			
	OTHER:	4	3	1	0			
FACILITY MAINTENANCE	INTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	INTERIOR - FACILITY MAINTENANCE	4	3	1	0			
	EXTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	EXTERIOR - FACILITY MAINTENANCE	4	3	1	0			
	GROUNDS - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	GROUNDS - FACILITY MAINTENANCE	4	3	1	0			
	MAINTENANCE PLAN	4	3	1	0			
	OTHER:	4	3	1	0			
INTERPRETIVE PROGRAM (When Applicable)	COSTUMES	4	3	1	0			
	MERCHANDISE AND INTERPRETIVE PLAN	4	3	1	0			
	FURNISHINGS AND INTERPRETIVE PLAN	4	3	1	0			
	EVENTS/ACTIVITIES AND INTERPRETIVE PLAN	4	3	1	0			
	IMPLEMENTATION OF INTERPRETIVE PLAN	4	3	1	0			
	OTHER:	4	3	1	0			
TOTAL POINTS PER COLUMN PAGE 2 ONLY					0	0		
TOTAL POINTS PER COLUMN PAGE 1 + PAGE 2					0			
TOTAL POINTS RECEIVED FROM ALL CATEGORIES		MAXIMUM POINTS POSSIBLE FOR RATED CATEGORIES		PERCENT RATING			ARE THERE ANY NONCOMPLIANCE OR UNACCEPTABLE RATINGS IN ANY CATEGORY?*	
() ÷ () x 100 = #DIV/0!							<input type="checkbox"/> Yes <input type="checkbox"/> No	
OVERALL RATING (Based on percent rating)								
<input type="checkbox"/> EXCELLENT (90% to 100%) <input type="checkbox"/> SATISFACTORY (70% to 89%) <input type="checkbox"/> NEEDS IMPROVEMENT (60% to 69%) <input type="checkbox"/> UNACCEPTABLE (less than 60%)								
RATER'S SIGNATURE		TITLE		DATE		RATER DISCUSSED REPORT WITH CONCESSIONAIRE?		
						<input type="checkbox"/> Yes. Date: _____ <input type="checkbox"/> No		
In signing this report I do not necessarily agree with the conclusion of the rater.								
CONCESSIONAIRE'S SIGNATURE		TITLE		DATE				

*NOTE: A rating of UNACCEPTABLE or NONCOMPLIANCE in any category will result in an overall rating of no higher than NEEDS IMPROVEMENT.